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August 26, 2011

Ms. Denise Roberts
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Office of Regional Counsel
901 N. 5th Street
Kansas City, KS 66101

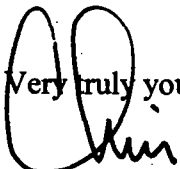
RE: ***CECO, Inc./Maurice J. Edwards, Jr. Generation Skipping Trust***

Dear Ms. Roberts:

The undersigned is counsel for CECO, Inc. and the Maurice J. Edwards, Jr. Generation Skipping Trust. I am enclosing responses to the questions in the letters dated June 22, 2011, one directed to M.J. Edwards III, President of CECO, Inc. and the other directed to M.J. Edwards III, Co-Trustee of the Maurice J. Edwards, Jr. Generation Skipping Trust. I am also enclosing a copy of the Settlement Agreement reached between those two (2) entities and the Kansas Department of Health and Environment.

This settlement is an administratively approved settlement pursuant to 42 U.S.C. § 9613 (f)(2) and § 9622 (g)(5). I am also providing copies of background materials which were furnished to the Kansas Department of Health and Environment. We are gathering the tax returns you have requested although the 2010 returns will not be complete until approximately September 15th.

If you have any questions concerning the answers to your information requests or any of the information that we are additionally providing, please do not hesitate to give me a call.

Very truly yours,


Charles C. Steincamp
of DEPEW GILLEN RATHBUN & MCINTEER, LC

CCS:js

Enclosures

cc: Buddy Edwards



DGR&M

RESPONSE TO QUESTIONS DIRECTED TO CECO, INC.

1. M.J. Edwards III, President CECO, Inc., 4125 W. Pawnee, Wichita, Kansas 67201
2. Noted.
3. These documents are attached.
4. See attached.
5. See attached.
6. See attached.
7. No officer, trustee, employee or agent of CECO, Inc. has handled aircraft dials or stripped paint from aircraft dials while at 4105, 4125 or 4129 Pawnee Street, Wichita, Kansas, or any other location at any time. CECO, Inc. has never been granted a radioactive materials license nor has it ever manufactured or repaired aircraft instruments.
8. See attached MSDS sheets and explanation to the extent applicable.
9. Not applicable.
10. See the attached settlement with the Kansas Department of Health and Environment which bars contribution claims concerning this site pursuant to 42 U.S.C. § 9613 (f)(2). In light of the settlement with the State of Kansas, we do not believe that CECO, Inc.'s ability to pay is relevant. In addition, the corporation tax returns are entitled to confidentiality pursuant to CERCLA § 104 (e)(7)(E). We would be happy to provide such documents confidentially under separate cover. Please contact CECO, Inc.'s attorney, Charles C. Steincamp, at (316) 262-4000 to arrange for such documents to be sent.
11. Not applicable.
12. See attached.

Attachment C

STATEMENT OF CERTIFICATION

(To be submitted with your response to the Information Request)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.


Signature _____ Date _____

M. J. EDWARDS III
Printed Name

PRESIDENT
Official Title

RESPONSE TO QUESTIONS DIRECTED TO
MAURICE J. EDWARDS, JR. GENERATION SKIPPING TRUST

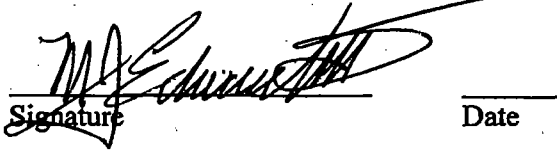
1. M.J. Edwards III, President CECO, Inc., 4125 W. Pawnee, Wichita, Kansas 67201
2. Noted.
3. These documents are attached.
4. See attached.
5. See attached.
6. See attached.
7. No officer, trustee, employee or agent of the Maurice J. Edwards, Jr. Generation Skipping Trust has handled aircraft dials or stripped paint from aircraft dials while at 4105, 4125 or 4129 Pawnee Street, Wichita, Kansas, or any other location, at any time. The Trust is a passive landowner which has never conducted any operation on the site. The Trust does not operate on the property except as a passive landlord.
8. Not applicable.
9. See the attached settlement with the Kansas Department of Health and Environment which bars contribution claims concerning this site pursuant to 42 U.S.C. § 9613 (f)(2).
10. Not applicable.
11. See the attached settlement with the Kansas Department of Health and Environment which bars contribution claims concerning this site pursuant to 42 U.S.C. § 9613 (f)(2). In light of the settlement with the State of Kansas, we do not believe that the Maurice J. Edwards, Jr. Generation Skipping Trust's ability to pay is relevant. In addition, the corporation tax returns are entitled to confidentiality pursuant to CERCLA § 104 (e)(7)(E). We would be happy to provide such documents confidentially under separate cover. Please contact the Maurice J. Edwards, Jr. Generation Skipping Trust's attorney, Charles C. Steincamp, at (316) 262-4000 to arrange for such documents to be sent.
12. Not applicable.
13. See attached.

Attachment C

STATEMENT OF CERTIFICATION

(To be submitted with your response to the Information Request)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.


Signature _____ Date _____

M. J. EDWARDS III
Printed Name

Co-TRUSTEE
Official Title

LIMITED SITE INVESTIGATION

**CECO, INC. FACILITY
4105 and 4125 West Pawnee
Wichita, Kansas**

**Terracon Project No. 01057045
July 28, 2005**

Prepared for:

**CECO, Inc.
% Mr. Chris Steincamp
Depew and Gillen, LLC
151 North Main, Suite 810
Wichita, Kansas 67202**

Prepared by:

**Terracon
Wichita, Kansas**

Terracon

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Table 1: Soil Analytical Results – Ra-226

Table 2: Groundwater Analytical Results – Ra-226

Figure 1: Site Location Map

Figure 2: Site Map & Probe Locations

APPENDIX A

Probe Logs

APPENDIX B

Laboratory Analytical Report

LIMITED SITE INVESTIGATION**CECO INC. FACILITY
4105 and 4125 West Pawnee
Wichita, Kansas****Terracon Project No. 01057045
July 28, 2005****1.0 INTRODUCTION**

Terracon, on behalf of CECO, Inc., (CECO) conducted a Limited Site Investigation (LSI) of the CECO facility located at 4105 and 4125 West Pawnee Street in Wichita, Kansas, hereinafter referred to as the Site. Figure 1 is a Site Location Map showing the general location of the Site on a partial copy of the Wichita West, Kansas United States Geological Survey (USGS), 7.5-Minute Series Quadrangle Map. The purpose of the LSI was to assess Site soil and groundwater for the presence of elevated levels (above background levels) of radium. The LSI was conducted in general accordance with Terracon's Revised Supplemental Proposal No. 01057045 dated May 17, 2005.

This report presents the results of the LSI conducted by Terracon.

1.1 Background Information

Information provided by others and reviewed by Terracon indicated that CECO occupied 4125 West Pawnee in 1977 and that other portions of the Site have been leased and/or owned by various companies prior to and after 1977. From 1962 to 1977, the Site was apparently used to build and rebuild aircraft instruments and other parts (KDHE Expanded Site Inspection, K-42 and West Street, Wichita, Kansas, February 2000).

Terracon reviewed a Preliminary Investigation (PI) report for the Site dated December 1996 prepared by Woodward-Clyde on behalf of NCR Corporation. The PI report indicated direction of groundwater flow at the Site is to the southeast, site soil and groundwater have been impacted by volatile organic compound (VOC) contamination, and that "the former sump south of the 4105 W. Pawnee building loading dock appears to be the source of the contamination." The Kansas Department of Health and Environment (KDHE) conducted an investigation of the Site in February 2000 as part of the K42 and West Street Expanded Site Inspection (ESI). The ESI concluded that the CECO Site was a "likely source area for groundwater contamination" (VOCs). In addition, the ESI indicates the former sump was backfilled in 1990.

2.0 SCOPE OF WORK

In general, the LSI work scope included the following activities:

- Four probes (GP-01 through GP-04) were advanced to groundwater on the Site.
- Discrete soil samples were obtained from each probe and field screened for headspace VOCs. In addition, soil samples obtained from each probe were laboratory analyzed for radium.
- Groundwater samples were collected from each probe and laboratory analyzed for radium.
- Following completion of sampling activities, each probe was plugged with bentonite chips.

3.0 INVESTIGATION ACTIVITIES

Field activities were conducted on June 9, 2005 and supervised by a Terracon professional.

3.1 Probes

Four probes (GP-01 through GP-04) were performed at the approximate locations shown on Figure 2. Probe GP-01 was located upgradient, relative to anticipated groundwater flow direction, of the former onsite sump and was designated as a background probe. Probes GP-02, GP-03 and GP-04 were performed in and/or adjacent to the former sump identified in the PI report prepared by Woodward-Clyde (See Figure 2).

Each probe was performed using hydraulic push technology (Geoprobe® equipment) and advanced to approximately 2 to 3 feet below the top of "shallow" groundwater observed in the field. Depth to groundwater was observed to be approximately 13 feet below ground surface (BGS).

3.2 Sampling and Testing

3.2.1 Soil

During probing activities, discrete soil samples were collected at approximately 4-foot intervals from ground level to top of groundwater (0-1', 4', 8' etc.) from each probe. A cleaned MacroCore® sampler with new, dedicated, acetate liners was used to collect soil samples. Each soil sample was logged for lithology and visible contamination, based upon visual and tactual observations. Probe Logs were maintained for each probe and are included in Appendix A.

The soil samples obtained were field screened for the presence of headspace VOCs using a photoionization detector (PID). The PID was calibrated to manufacturer's specifications prior to conducting field activities. Soil headspace VOC concentrations are included on the Probe Logs in Appendix A.

Soil samples collected from probe GP-01 at approximately 11 feet below ground surface (BGS) and probes GP-02, GP-03 and GP-04 at approximately 10 feet BGS were submitted to RSA Laboratories in Hebron, Connecticut under Chain-of-Custody procedures and analyzed for radium 226 (Ra-226) and its decay products per Gamma Spectrum Analysis.

3.2.2 Groundwater

Depth to groundwater was measured in GP-02, GP-03 and GP-04 at approximately 13.5 feet BGS using a cleaned electronic water level indicator (See Probe Logs in Appendix A). Depth to groundwater was not measured in GP-01 because the probe borehole "collapsed" before a reading could be taken.

Groundwater samples were collected from each probe using a Geoprobe Screenpoint-15 well screen, new, polyethylene tubing, and a stainless steel foot-valve. Prior to collecting water samples, approximately 1 liter of water was purged from the probe rods.

The groundwater samples obtained were submitted to RSA Laboratories under Chain-of-Custody procedures and analyzed for Ra-226 by radiochemical analysis.

3.3 Plugging

After completion of sampling activities, each probe was filled with bentonite chips and the probe hole capped with similar material surrounding the probe hole.

3.4 Equipment Decontamination and Investigation Derived Waste

Non-dedicated down hole probing and sampling equipment was cleaned prior to performing each probe and collecting each sample. A potable water/Alconox wash, hand brush, and potable water rinse were used to clean probing and sampling equipment.

Investigation derived wastes included spent equipment wash water; purge water from the probes; soil samples not submitted to the laboratory for analysis; and miscellaneous solid waste (tubing, paper towels, gloves). Spent equipment wash water, purge water, and unused soil samples were discarded on the ground adjacent to each probe. Miscellaneous solid waste was placed in the onsite trash dumpster.

4.0 RESULTS

4.1 Geology

Soils encountered in the probes generally consisted of silty clay to lean clay underlain by fine to coarse sand to probe total depth (see Probe Logs in Appendix A). At GP-04 apparent fill material was observed and at a depth of approximately 8 to 10 feet BGS a tar-like material with a strong petroleum odor was observed. Petroleum-like odors were also observed in soil samples obtained from GP-02 and GP-03 (See Probe Logs). Probes GP-02 through GP-04 were performed in/near the former sump (See Figure 2).

Depth to groundwater was measured in GP-02, GP-03 and GP-04 at approximately 13.5 feet.

4.2 Analytical Results

The results of the soil and groundwater laboratory analyses are presented in the laboratory report in Appendix B and are summarized in Tables 1 and 2.

Soil

Elevated headspace VOC vapor concentrations (elevated above background concentrations detected in GP-01) were detected in soil samples obtained from probes GP-02 through GP-04 (see Probe Logs, Appendix A). Soil headspace VOC concentrations ranged from 1.8 ppm (parts per million) in GP-01 (background probe) to 648 ppm in the 10 foot soil sample from GP-04.

The 10 foot soil sample obtained from probes GP-02 through GP-04 and the 11 foot soil sample obtained from GP-01 exhibited the highest headspace VOC concentrations and were laboratory analyzed for Ra-226 and its decay products. Table 1 summarizes the Ra-226 and associated decay products soil analytical results. As indicated in Table 1, Ra-226 was detected at 1.67 pCi/g (picocuries per gram) in the soil sample analyzed from background probe GP-01. Ra-226 was detected above background levels (1.67 pCi/g) in the soil samples analyzed from GP-02 (43.37 pCi/g), GP-03 (19.30 pCi/g), and GP-04 (893.88 pCi/g) (See Table 1). These three probes were performed in/near the former onsite sump, which has been identified by others as a source of VOC soil and groundwater contamination. The highest detected Ra-226 concentration (893.88 pCi/g) was detected in the soil sample collected at GP-04, which contained the tar-like material with a strong petroleum odor, and the highest detected headspace VOC concentration (See Probe logs, Appendix A). In addition, elevated concentrations of decay products were detected in the soil samples analyzed from probes GP-02 through GP-04 (See Table 1).

Groundwater

Table 2 summarizes the Ra-226 analytical results for the groundwater samples laboratory analyzed. As indicated in Table 2, Ra-226 was detected at 13.88 pCi/L (picocuries per liter) in the water sample obtained from background probe GP-01. Ra-226 was detected in water samples analyzed from GP-02 (58.92 pCi/L), GP-03 (18.12 pCi/L), and GP-04 (1,252.82 pCi/L) at concentrations above the background level of 13.88 pCi/L (See Table 2).

5.0 SUMMARY/CONCLUSIONS

A LSI was conducted by Terracon at the CECO facility located at 4105 and 4125 West Pawnee in Wichita, Kansas. Four probes were advanced to approximately 2 to 3 feet below top of groundwater observed in the field. One probe (GP-01) was performed upgradient, relative to groundwater flow direction, of the former onsite sump and three probes (GP-02 through GP-04) were performed in/near the former onsite sump. Soil and groundwater

samples were collected from the probes and laboratory analyzed for radium and/or its decay products.

Elevated headspace VOC vapor concentrations and petroleum odors were detected in soil samples obtained from the three probes (GP-02 through GP-04) performed in/near the former sump. The former sump has been identified by others as a source of VOC soil and groundwater contamination.

Ra-226 and its decay products were also detected at concentrations above background levels in the soil samples analyzed from probes GP-02 through GP-04. A tar-like material and fill were observed at about 8 to 10 feet BGS in probe GP-04.

Based on information developed from the LSI, the former sump appears to be a source of radium soil and groundwater contamination as well as a source of VOC soil and groundwater contamination. The KDHE ESI noted that aircraft instruments were built and rebuilt at the Site from 1962 to 1977. Radium was commonly used in aircraft instruments because the glow of radium's luminescence made the dials, gauges and other instruments visible at night ("Radium" US EPA Fact Sheet). In addition, solvents were commonly used to remove radium from instruments and dials. Information developed from the LSI indicates that the likely source for the radium and VOC contamination at the Site is the use of these materials/chemicals to build and rebuild aircraft instruments.

6.0 GENERAL COMMENTS

Terracon has performed this LSI within the scope of Revised Supplemental Proposal No. 01057045 dated May 17, 2005. The LSI work scope was intended to assess soil and groundwater for radium contamination and should not be considered a comprehensive assessment of the site. Collecting samples at different times and locations and collecting water samples from properly installed and developed monitoring wells may yield different results. If additional information is developed in the future, then this report should be reviewed and modified, if appropriate. Terracon does not warrant the work of regulatory agencies or other third parties who may have provided information during the preparation of this report.

This report has been prepared for the exclusive use of our client for specific applications as discussed. It has been prepared in accordance with generally accepted environmental assessment practices within the constraints of the client's directives. No warranties, express or implied, are intended or made. Others drawing conclusions from the results of this assessment should recognize the limitations of the assessment methods used.

TABLES

TABLE 1: SOIL ANALYTICAL SUMMARY (Soil Activities in pCi/g)

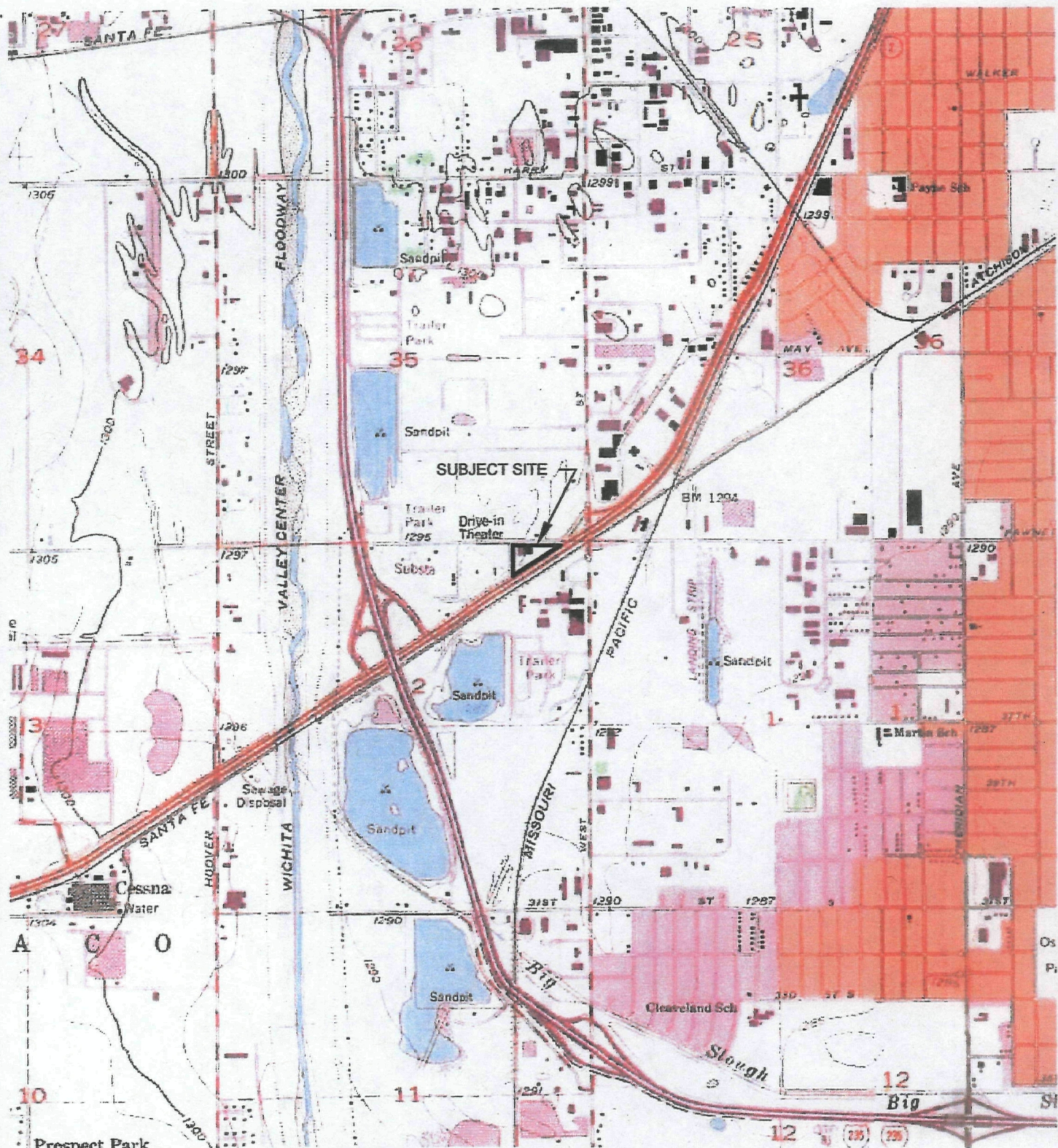
Sampling I.D.	Sampling Date	Th-234	Pa-234m	Ra-226	Pb-214	B-214	Pb-210
GP-01(11')	6/9/2005	<1.30	<6.44	1.67 +/- 0.52	0.83 +/- 0.11	0.69 +/- 0.11	<1.22
GP-02(10')	6/9/2005	<3.56	<15.17	43.37 +/- 3.15	17.18 +/- 0.91	15.33 +/- 0.86	38.37 +/- 4.25
GP-03(10')	6/9/2005	<2.29	<9.65	19.30 +/- 1.56	8.32 +/- 0.49	7.55 +/- 0.44	18.96 +/- 2.31
GP-04(10' - tar)	6/9/2005	<12.47	<48.63	893.88 +/- 40.48	248.14 +/- 10.95	219.91 +/- 9.75	822.34 +/- 26.46

TABLE 2: GROUNDWATER ANALYTICAL SUMMARY (Water Activities in pCi/L)

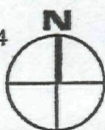
Sampling I.D.	Sampling Date	Ra-226
GP-01	6/9/2005	13.88 +/- 1.50
GP-02	6/9/2005	58.92 +/- 4.29
GP-03	6/9/2005	18.12 +/- 1.78
GP-04	6/9/2005	1252.82 +/- 72.69

FIGURES

FIGURE 1



APPROXIMATE NW/4 NE/4 NE/4
OF SECTION 2, TOWNSHIP
27 SOUTH, RANGE 1 WEST.



WICHITA WEST QUADRANGLE
KANSAS - SEDGWICK COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)
1961 - PHOTO REVISED IN 1982

0 1,000' 2,000' 4,000'

MAP IS INTENDED FOR GENERAL USE ONLY, NOT FOR
CONSTRUCTION PURPOSES. LOCATIONS ARE APPROXIMATE

Terracon

1815 S. Eisenhower
Wichita, Kansas 67209
Tel: (316) 262-0171
Fax: (316) 262-6997

CECO

4105 & 4125 W. PAWNEE ST.
WICHITA, KANSAS

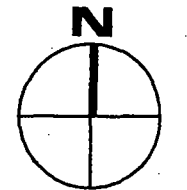
SHEET TITLE

SITE LOCATION MAP

FIGURE 1

MARK	DATE	DESCRIPTION
PROJECT NO:	01057045	
CAD DWG FILE:	7045FI.DWG	
DRAWN BY:	BCB	
CHK'D BY:	DEM	
DATE:	06/28/05	

MAP IS INTENDED FOR GENERAL USE ONLY. NOT FOR
CONSTRUCTION PURPOSES. LOCATIONS ARE APPROXIMATE



LEGEND

 PROBE LOCATION

NOTES

CECO, INC.

4105 & 4125 W. PAWNEE
WICHITA, KANSAS

[illegible]

PROJECT NO: 0057045

AD PNG FILE: 7045F PNG

RAWN BY: BCB

HW'D BY: DEM

DATE: 06/28/05


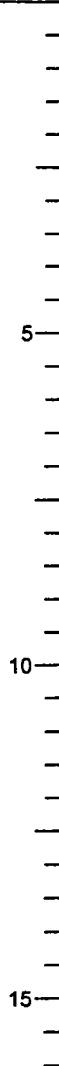
SHEET TITLE

PROBE LOCATION MAP

FIGURE 2

LOG OF PROBE NO. GP01

Page 1 of 1

CLIENT		Depew and Gillen LLC									
SITE		4105 and 4125 W. Pawnee Wichita, Kansas				PROJECT CECO Inc Facility					
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	FIELD VAPOR TEST (ppm)*	SOIL SAMPLE SENT TO LABORATORY	
	SILTY CLAY Dark-brown, minor limestone gravel, slightly cohesive, slightly moist			1					ND		
	CLAY Dark yellowish-brown, cohesive, plastic, slightly moist			2				ND			
	FINE SAND Dark yellowish-orange, well sorted, dry			3				1.8			
	FINE TO COARSE SAND Moderate yellowish-brown, poorly sorted, rounded grains, minor gravel, slightly moist, saturated at 12'			4				1.8	X		
	BOTTOM OF PROBE										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft

WL	12	WS	
WL			
WL			

Terracon

BORING STARTED		6-9-05	
BORING COMPLETED		6-9-05	
RIG	Geoprobe	DRILLER	EnvTech
GEOLOGIST	DEM	JOB #	01057045

Page 1 of 1

[illegible]

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft			BORING STARTED		6-9-05		
WL	▽ 13.5		WS	▽	BORING COMPLETED		6-9-05
WL	▽		▽	RIG	Geoprobe	DRILLER	EnvTech
WL				GEOLOGIST	DEM	JOB #	01057045

BOREHOLE 99 01057045.GPJ TERRACON.GDT 7/13/05

LOG OF PROBE NO. GP03

Page 1 of 1

CLIENT Depew and Gillen LLC										
SITE 4105 and 4125 W. Pawnee Wichita, Kansas		PROJECT CECO Inc Facility								
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS		
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	FIELD VAPOR TEST (PPM)*	SOIL SAMPLE SENT TO LABORATORY
0.5	Concrete			1					209	
	SILTY CLAY Dark yellowish-brown, moist, cohesive, minor gravel, apparent petroleum odor									
		5		2					224	
									324	
7	MEDIUM TO COARSE SAND Pale yellowish-brown, poorly sorted, rounded, slightly moist, odor									
				3					27	
10	FINE SAND Pale yellowish-brown, well sorted, moist at 12', strong odor	10		4					560	X
		15								
16										
	BOTTOM OF PROBE									

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft

WL	▽ 13.5	WS	▽
WL	▽		▽
WL			

Terracon

BORING STARTED	6-9-05
BORING COMPLETED	6-9-05
RIG Geoprobe	DRILLER EnvTech
GEOLOGIST DEM	JOB # 01057045

BOREHOLE 99 01057045.GPJ TERRACON.GDT 7/13/05

LOG OF PROBE NO. GP04

Page 1 of 1

CLIENT Depew and Gillen LLC											
SITE 4105 and 4125 W. Pawnee Wichita, Kansas		PROJECT CECO Inc Facility									
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N BLOWS / ft.	WATER CONTENT, %	FIELD VAPOR TEST (PPM)*	SOIL SAMPLE SENT TO LABORATORY	
0.5	Concrete			1						ND	
	FILL: CLAY Dusky, yellowish-brown, saturated, some gravel (poor recovery)										
4				2						ND	
	FILL: Black tar-like material, apparent asphalt fragments, wood fragments, gravel and clayey sand, medium gray-black, saturated, strong odor										
				3						ND	
10				4						648	X
	FINE SAND Moderate yellow-brown, well sorted, slightly moist, wet at 12'										
16											
	BOTTOM OF PROBE										

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

* ND indicates a reading of less than the field detection limit (FDL) of one (1) part per million isobutylene equivalents (ppmi).

WATER LEVEL OBSERVATIONS, ft

WL	▽ 13.5	WS	▽
WL	▽		▽
WL			

Terracon

BORING STARTED	6-9-05
BORING COMPLETED	6-9-05
RIG Geoprobe	DRILLER EnvTech
GEOLOGIST DEM	JOB # 01057045

BOREHOLE 99 01057045.GPJ TERRACON.GDT 7/13/05

RSA Laboratories Inc.
Data Reduction Sheet
Terracon Radiochemistry Data

RECEIVED

Soil Activities in pCi/g

Water Activities in pCi/L

JUL 8 5 2005 Page 1 of 1

RSA ID #

CUST ID #

Th-234

Pa-234m

Ra-226

Pb-214

Bi-214

Pb-210

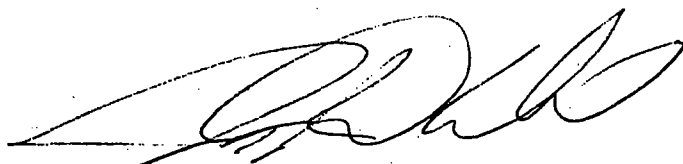
	19261	19262	19263	19264
	GP-01S (11)	GP-02S (10)	GP-03S (10)	GP-04S (10 Tarry)
Th-234	< 1.30	< 3.56	< 2.29	< 12.47
Pa-234m	< 6.44	< 15.17	< 9.65	< 48.63
Ra-226	1.67 +/- 0.52	43.37 +/- 3.15	19.30 +/- 1.56	893.88 +/- 40.48
Pb-214	0.83 +/- 0.11	17.18 +/- 0.91	8.32 +/- 0.49	248.14 +/- 10.95
Bi-214	0.69 +/- 0.11	15.33 +/- 0.86	7.55 +/- 0.44	219.91 +/- 9.75
Pb-210	< 1.22	38.37 +/- 4.25	18.96 +/- 2.31	822.34 +/- 26.46

RSA ID #

CUST ID #

Ra-226

	19257	19258	19259	19260
	GP-01GW (12 - 16)	GP-02GW (12 - 16)	GP-03GW (12 - 16)	GP-04GW (12 - 16)
Ra-226	13.88 +/- 1.50	58.92 +/- 4.29	18.12 +/- 1.78	1252.82 +/- 72.69



Jay R. Dockendorff

RSA Laboratories
A Division of Radiation Safety Associates

Radiochemistry Analysis Data Sheet

COC #: Rpt:

Client: **Terracon**

Client Samp. No.: **GP-01GW(12-16)**

Location: **Not Indicated**

RSA Lab. Samp. No. **19257**

Project: **CECO**

Date Collected: **06/09/05**


Sample Type: **Ground Water**

Date Received: **06/10/05**

Matrix: **Water**

State of Connecticut Laboratory Cert # : **PH-0111**

Parameter	Method	Result	LLD	Units	Date
Radium 226	903.0	13.88 +/- 1.50	0.87	pCi/L	06/23/05



Jay R. Dockendorff
Laboratory Director

RSA Laboratories
A Division of Radiation Safety Associates

Radiochemistry Analysis Data Sheet

COC #: Rpt:

Client: Terracon

Client Samp. No.: GP-02GW(12-16)

Location: Not Indicated

RSA Lab. Samp. No. 19258

Project: CECO

Date Collected: 06/09/05

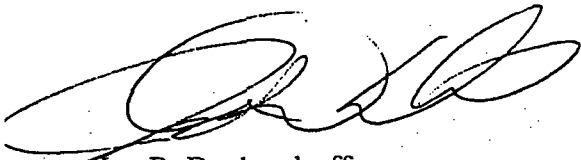
Sample Type: Ground Water

Date Received: 06/10/05

Matrix: Water

State of Connecticut Laboratory Cert # : PH-0111

Parameter	Method	Result	LLD	Units	Date
Radium 226	903.0	58.92 +/- 4.29	0.91	pCi/L	06/23/05



Jay R. Dockendorff
Laboratory Director

RSA Laboratories
A Division of Radiation Safety Associates

Radiochemistry Analysis Data Sheet

COC #: Rpt:

Client: **Terracon**

Client Samp. No.: **GP-03GW(12-16)**

Location: **Not Indicated**

RSA Lab. Samp. No. **19259**

Project: **CECO**

Date Collected: **06/09/05**

Sample Type: **Ground Water**

Date Received: **06/10/05**

Matrix: **Water**

State of Connecticut Laboratory Cert # : **PH-0111**

Parameter	Method	Result	LLD	Units	Date
Radium 226	903.0	18.12 +/- 1.78	0.86	pCi/L	06/23/05



Jay R. Dockendorff
Laboratory Director

RSA Laboratories
A Division of Radiation Safety Associates

Radiochemistry Analysis Data Sheet

COC #: Rpt:

Client: **Terracon**

Client Samp. No.: **GP-04GW(12-16)**

Location: **Not Indicated**

RSA Lab. Samp. No. **19260**

Project: **CECO**

Date Collected: **06/09/05**

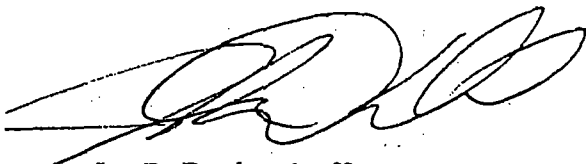
Sample Type: **Ground Water**

Date Received: **06/10/05**

Matrix: **Water**

State of Connecticut Laboratory Cert # : **PH-0111**

Parameter	Method	Result	LLD	Units	Date
Radium 226	903.0	1252.82 +/- 72.69	0.89	pCi/L	06/23/05



Jay R. Dockendorff
Laboratory Director

DEPEW GILLEN RATHBUN & McINTEER, LC

ATTORNEYS AT LAW
8301 EAST 21ST STREET NORTH, SUITE 450
WICHITA, KANSAS 67206-2936

SPENCER L. DEPEW
DENNIS L. GILLEN
JACK SCOTT MCINTEER
RANDALL K. RATHBUN
DAVID W. NICKEL
NICHOLAS S. DAILY
CHARLES C. STEINCAMP
TONY L. ATTERBURY

May 12, 2005

TELEPHONE (316) 262-4000
FAX (316) 265-3819
E-MAIL dg@depewgillen.com

Ms. Erika Bessey
Office of Legal Services
Kansas Department of Health and Environment
1000 SW Jackson, Suite 560
Topeka, KS 66612-1368

Re: CECO, Inc., and the Maurice J. Edwards, Jr.
Generation Skipping Trust

Dear Erika:

As we discussed on the telephone, I have had some difficulty in getting in touch with Maurice Caster concerning his deposition, although I had sent him a letter and asked my client to see if he could make contact with him. Hopefully, that deposition can be scheduled soon.

As a result of the monitoring well sampling conducted by Kyle Parker, it is obvious that the contamination at this site has declined to a negligible level from in excess of 5,000 ppb to approximately 41 ppb. Consequently, I have retained a consultant to review the existing site data including the new sampling results to help formulate a possible resolution of this matter with KDHE. I expect to be in a position to discuss this in further detail in the very near future.

With regard to CECO, Inc., I have submitted exhaustive information from CECO, Inc., and Consolidated Equipment Company, Inc., demonstrating that CECO, Inc., is not the proper party to the order issued by KDHE. In addition, enclosed please find (Enclosure 1) further information which had previously been sent to KDHE in care of Rob Elder, detailing the history of the site. As you can see, CECO, Inc., is not a corporate successor to Consolidated Equipment which operated on the property prior to 1962, nor has CECO, Inc., ever leased, owned or controlled the property on which the tank which is apparently the source of contamination is located.

Furthermore, I enclose (Enclosure 2) another copy of a letter from Morgan Padgett which was likewise submitted to KDHE concerning the types of chemicals used by CECO, Inc. As you can see by the letter, the late Dr. Padgett concluded that the chemicals used by CECO, Inc., in its operations do not contain nor could they have contributed to the contaminants found at the site. Any or all of this information including the corporate history, the property history and the chemical use could easily be reduced to an affidavit executed by an officer of CECO, Inc. In light of the foregoing,

Ms. Erika Bessey
Kansas Department of Health and Environment
May 12, 2005
Page 2

KDHE's claim against CECO, Inc., is arbitrary and capricious and without foundation in law or fact. We would ask that KDHE's administrative order be amended to remove CECO, Inc., as a respondent. Consolidated Equipment Company, Inc., was dissolved on June 18, 1975, and has long since become "dead and buried" for the purposes of liability. In addition, there is no evidence that Consolidated Equipment ever conducted operations on the property that could have caused or contributed to the pollution in any event.

Turning to the issues of responsible parties at the site, enclosed please find (Enclosure 3) copies of news clippings and other items regarding Standard Products which was a predecessor to AT&T Global Information Solutions or its successors. Please note in the article from April 5, 1962, in *The Wichita Eagle*: "Standard Products manufactures aircraft instruments, special duty motors and aircraft seat belts". Further note on the diagram of the Standard Products facility attached as the seventh page that the dial shop was located in an area approximately co-terminus with the line leading from the tank in question to the facility. It appears that Standard Products conducted activities at the site which are consistent with all of the contaminants found at the site. For reference, I direct you (Enclosure 4) to the "Help Wanted" advertisement placed in *The Wichita Eagle* by Standard Products. See also (Enclosure 5) pictures of the tank taken while it was being excavated. I enclose (Enclosure 6) an executed copy of the lease to Standard Products. I am continuing to investigate this matter in hopes of uncovering additional information concerning Standard Products or its successors as well as other information which would establish a firm link to Standard Products.

Finally, as I stated on the telephone, it would be my hope that we can reach some sort of an agreement resolving the liability of the Maurice J. Edwards, Jr. Generation Skipping Trust which owns legal title to the property but has never conducted any operations of any kind on the property and, therefore, has no actual causal fault for any contamination that exists. The Trust acquired the property in 2002 as a result of a bequest from the M. Isabelle Edwards Trust #1 and the Maurice J. Edwards, Jr. Family Trust upon the death of the survivor of Maurice J. Edwards, Jr. and M. Isabelle Edwards. Pursuant to 42 U.S.C. 9601(35)(A)(iii), the Maurice J. Edwards, Jr. Generation Skipping Trust has a defense to liability as an owner pursuant to that section and 42 U.S.C. 9607(b)(3). I enclose (Enclosure 7) a copy of the Trustees' Deed establishing such chain of title.

In the event a reasonable solution cannot be reached with regard to the Trust, we would ask that the agency's order be amended in light of the United States Supreme Court's decision in *Cooper v. Aviall Services* which would enable the Trust to bring an action for contribution or cost recovery against the parties who are, in fact, responsible for the contamination.

Ms. Erika Bessey

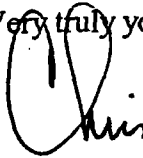
Kansas Department of Health and Environment

May 12, 2005

Page 3

I appreciate your time and attention to this matter and I look forward to hearing from you at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read 'C. Steincamp', written over the closing 'yours,'.

Charles C. Steincamp

of DEPEW GILLEN RATHBUN & McINTEER, LC

CCS:mm

Enclosures

cc: M. J. Edwards III w/encl.

Ms. Erika Bessey
Kansas Department of Health and Environment
May 12, 2005
Page 4

bcc: Ken Wallace w/encl.



CECO, INC.

TOOLS J DIES
JIGS AND FIXTURES
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CUSTOM PRESS WORK

PRODUCTION MACHINE PARTS
SHEET METAL PARTS AND ASSEMBLIES
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CORPORATE AND ACCOUNTING OFFICES

14031 NORTHPOINT COURT • WICHITA, KANSAS 67230 • (316) 733-2215

February 8, 1995

Mr. Robert E. Elder
State of Kansas
Department of Health and Environment
Forbes Field, Building 740
Topeka, Ks 66620-0001

RE: Ground Water Contamination
Information Request dated July 8, 1994

Dear Mr. Elder:

I am co-trustee of the Maurice J. Edwards, Jr. Generation Skipping Trust which owns the property at 4105, 4125 and 4129 W. Pawnee. I am also President of Ceco, Inc. which leases 4125 W. Pawnee. I have been associated with the company since the mid '60's.

Consolidated Equipment Co., Inc. purchased the property in the early '50's and built the building at 4105 W. Pawnee. They moved into this new building sometime in 1955 and occupied it till April 1, 1962. During this time they were in the subcontract business for the aircraft industry. They built tools and dies, sheet metal parts and machine work.

Standard Products, Inc. leased the whole property from April 1, 1962 till July 31, 1977. In approximately April, 1965 they became Standard Precision, Inc..

In April, 1962 a newspaper article said Standard Products, Inc. was a subsidiary of Air Associates, a wholly owned subsidiary of Electronics Communications, Inc. of Florida.

In August, 1968 NCR (National Cash Register) acquired Electronics Communications, Inc. and were the last company to pay rent in accordance with the lease which ended in July, 1977.

During this period from April, 1962 thru July, 1977 it appears that these companies used the property for various uses. It appears that they built and/or rebuilt aircraft instruments, did carburetor work, built aircraft seat belts, electronic facsimile machines and computers, did computer reclamation and used the building for storage.

When Ceco, Inc. moved into 4125 W. Pawnee in January, 1977 there were empty drums around the property that were removed when NCR vacated in July, 1977.

Ceco, Inc. has occupied 4125 W. Pawnee from January, 1977 to the present. We are engaged in subcontract work for the aircraft industry. We build tools and dies, sheet metal parts and machined parts.

All of our cleaning, degreasing, heat treating, priming and painting is sent to outside processors to be completed.

We do buy some items for wiping parts with "red rags" which are picked up each week to be cleaned by an outside source.

We also buy some coolants and cutting oils which are sprayed in a mist or run through a circulating reservoir when machining parts.

Hydraulic oil is also purchased for some of our equipment. This oil is put in reservoirs for circulating to operate the equipment.

Material Safety Data Sheets are being supplied for these items mentioned above.

The Coleman Company leased Suite A of 4105 W. Pawnee from August 15, 1977 till January 15, 1978 for storage of finished products such as coolers and jugs.

Thermo Press, Inc. (owned by people involved with L&S Machine Co., Inc.) leased Suite B of 4105 W. Pawnee from June 1, 1977 till December 31, 1979. They built a press which is used to make decals.

JLM Products, Inc. leased Suite A of 4105 W. Pawnee from February 1, 1978 till January 31, 1983 then month to month till November 1, 1985. After Thermo Press, Inc. moved out JLM leased Suite B till November 1, 1985. They were in the injection molding business and sewing of fabric for safety vests, etc.. The owner was Joe L. McAnally.

Ceco, Inc. used 4105 W. Pawnee Suite A & B from November 1, 1985 till April 30, 1989 for storage of aluminum sheet, tooling, etc..

Wichita Ponca Canvas Products, Inc. leased 4105 W. Pawnee from May 1, 1989 till May 31, 1994. They manufactured fabric products for aircraft, aerospace and commercial use. This included cutting, sewing and gluing of fabrics.

Rose America Corporation leased 4105 W. Pawnee Suite A & B on June 1, 1994 and are presently in that location. They manufacture dog collars, leashes and horse blankets.

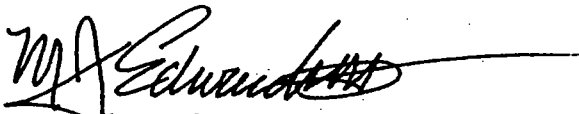
Wichita Ponca Canvas Products, Inc. also rented 4129 W. Pawnee during periods from August, 1992 when the building was completed till May 31, 1994 on a month to month basis.

Jim Houk Seamless Guttering Supply leased 4129 W. Pawnee in June, 1994 and are still in that location. They are in the wholesale gutter supply business.

I am enclosing 6 sets (20 pages total) of MSDS's for products which Ceco, Inc. purchases, copy of plot plan, Interior Bldg. Layout from Standard Products Etal which indicates Carb. Room, Bearing Shop, Paint and Baking Oven, Dial Shop etc., 3 copies of 1962 newspaper articles, portion of ECI 1964 Annual Report, newspaper article on Sale of ECI and Dec., 1972 NCR newspaper article.

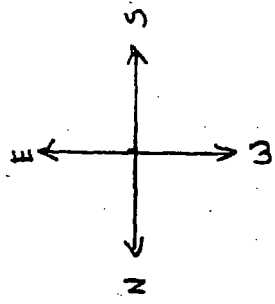
I wish to apologize for being late in responding but if I can be of further assistance, please contact me at (316) 733-2215, I remain

Yours very truly,

A handwritten signature in black ink, appearing to read "M. J. Edwards III", with a long horizontal flourish extending to the right.

M. J. Edwards III
President of Ceco, Inc.

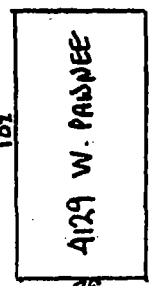
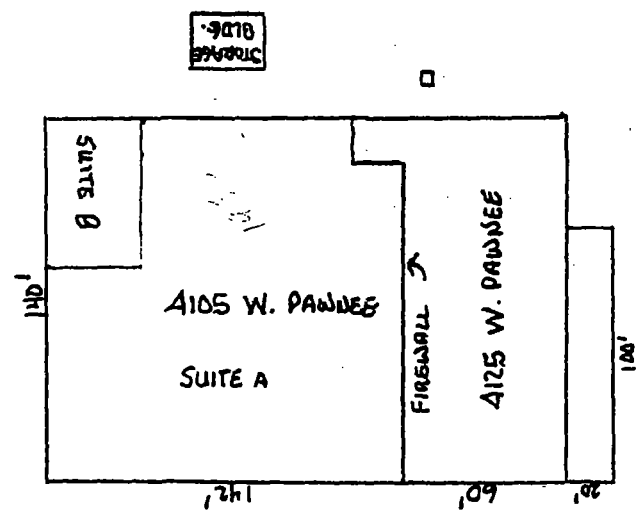
Co-Trustee of Maurice J. Edwards, Jr. Generation Skipping Trust



K-42 HIGHWAY

FRONTAGE ROAD

FRONTAGE ROAD



W. PAWNEE



July 3, 1995

Mr. Van R. Delhotal
Attorney at Law
1005 N. Market
Wichita, Kansas 67214

Subj: Ceco, Inc.
4125 W. Pawnee
Wichita, KS 67209

Dear Mr. Delhotal:

Following our discussions of 6/2/95 concerning VOC contaminants in groundwater reported 12/94 by KDHE in the vicinity of the subject site, you supplied Material Safety Data Sheets of chemicals and proprietary products for evaluation as conceivable sources of VOC contamination, i.e., chlorinated hydrocarbons or volatile aromatic compounds ("BTEX"). The data sheets have been reviewed and are reported on here.

1. Acetone (2-propanone) 100% (Shell). This is a common, water soluble solvent of the ketone class. No chlorinated or aromatic substances are involved.

2. Come-Clean 900 (Castrol Metalworking). Ingredients listed are common caustic (sodium hydroxide) and water soluble agents (surfactants, couplers, builders, dyes, conditioners, and water) none of which will contribute to the observed VOCs.

3. Dykem Steel Blue DX-100 (Dykem Co.). The ingredients shown are simple oxygenated compounds (plus dye and resin) none of which can contribute to the observed VOCs.

4. Mobil DTE 25 (Mobil Oil). Although details of ingredients are not given, the use (hydraulic oil), lack of SARA 313 reportable ingredients,

and lack of established exposure limits indicate clearly that chlorinated or aromatic (BTEX) VOCs are not present in the oil.

5. Supermar Hydraulic Oil (Conoco). The base oil components shown, plus the use as hydraulic fluid rule out contribution to the VOCs in question.

6. MIST (Master Chemical). This cutting and grinding fluid is water based and contains various salts and oxygenates. It will not contribute to the observed VOCs.

In summary, the six materials represented by these MSDS's cannot have contributed to chlorinated or aromatic VOCs at the site. Neither can breakdown (soil metabolite) products contribute to these VOCs.

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. Morgan Padgett', written over a horizontal line.

W. Morgan Padgett, Ph.D.
Principal Investigator

Enclosure

otes

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Aircraft Instrument Manufacturing Firm Fills Manager Post

Standard Products President S. M. Murray Sunday said William H. Gunderson has been appointed manager of administration and personnel for the Wichita-based firm.

Formerly with Beech Aircraft Corp., Gunderson worked in Beechcraft's industrial relations and manufacturing engineering departments from 1958 to 1961. Previously he had been a vice president in the Fort Worth, Tex., Bank of Commerce and had held an industrial relations position with Bell Aircraft in New York and Bell Helicopter in Texas.

Standard Products, manufacturer of aircraft instruments, special duty motors and aircraft seat belts, is a subsidiary of Air Associates, a wholly owned subsidiary of Electronic Communications Inc. of Florida.

In line with the recently announced expansion of Standard Products by integration of the ECI Facsimile Division, Murray said the Wichita company will have openings for about 100 new employees during the next few months.

It is expected the company will be adding electronic and electrical assembly workers, machine operators, clerks, ac-



W. H. GUNDERSON

countants and tabulating machine operators.

ECI officials said early this month at St. Petersburg, Fla., the facsimile part of its operation would be integrated into Standard Products by June. Facsimile Division makes the "electronic messenger," a system which makes possible transmission by wire or radio exact copies of documents, pictures, graphs and other printed or written material.

Tass Claims Trip Success

(C) New York Times News Service

MOSCOW — The Soviet Union announced Sunday that it had recovered its satellite Cosmos IV after more than 72 hours in orbit.

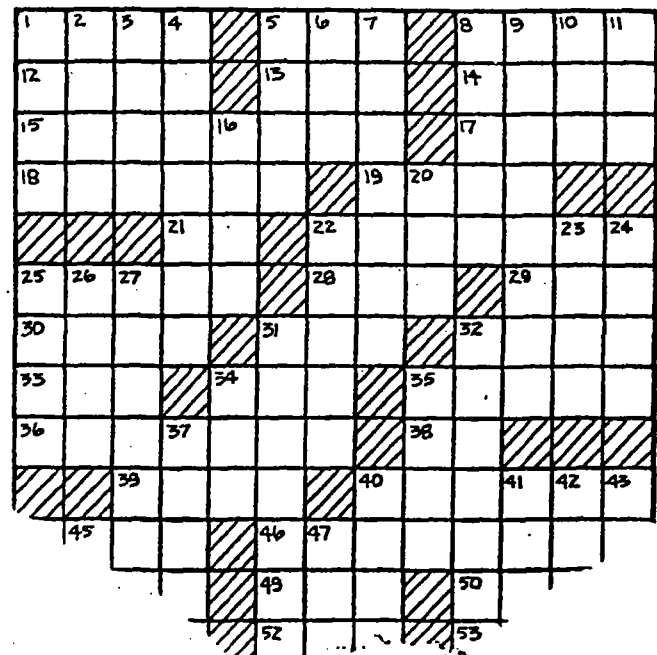
A communique of Tass, the Soviet press agency, said the satellite launched Thursday had traveled about 2,000,000 kilometers (1,250,000 miles) before "making a successful landing upon command on the assigned spot on territory of the Soviet Union."

The Soviet announcement said "valuable scientific data" collected by instruments on space and the upper layers of the atmosphere were being processed and analyzed.

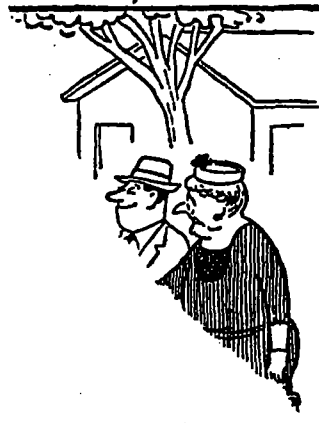
Cosmos IV, which traveled in virtually a circular orbit at an elevation of about 200 miles above the earth, was the first satellite in the current research series brought back to earth.

The Cosmos series, which began with the launching of Cosmos I on March 16, is designed to explore conditions for prolonged space flight by man. The study program includes the effect of the earth's radiation belts on long-range radio communications, study of cosmic rays and the structural qualities of spacecraft.

CROSSWORD - - - By Eugene Sheffer



By Ned Riddle



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Firm Transfers Here

Transfer of an electronic systems manufacturing firm from St. Petersburg, Fla., to Wichita was revealed Wednesday by the president of Electronic Communications Inc.

S. W. Bishop, ECI president, said the ECI facsimile operation would be integrated by June 1 with the operations of Standard Products Inc., 650 E. Gilbert.

Standard Products is a subsidiary of Air Associates Inc., a wholly owned ECI subsidiary.

New president of the soon-to-be-expanded Standard Products firm is Sydney M. Murray, formerly director of engineering for Avionic Division of John Oster Manufacturing Co., Racine, Wis. Murray succeeded LeRoy S. Horton in the Wichita office.

Horton was appointed assistant to the president of Air Associates in Teterboro, N. J. The new assignment for the former Standard Products chieftain was announced Wednesday by Charles A. Sereno, Air Associates president.

General manager of the ECI St. Petersburg facsimile division was James E. McCarthy, who will be relocated here as vice president in charge of marketing of Standard Products.

Move Planned

Murray said Wednesday that Standard Products soon will move from its East Gilbert quarters to a 40,000-square-foot building at Pawnee, West and K42.

Scope of the employment increase here with acquisition of the facsimile division was not revealed, but Murray indicated that it will be sizable. Standard Products employs 80 persons here.

Standard Products manufactures aircraft instruments, special duty motors and aircraft seat belts. The ECI facsimile division manufactured the "Electronic Messenger," a system which makes possible transmission by wire or radio of exact copies of documents, photographs and other printed or written material.

Employees Transferred

Bishop said some facsimile division employees would be transferred from St. Petersburg to Wichita, with others being absorbed by other Florida ECI operations.

Established in 1949, Standard Products was acquired by Air Associates in 1959. Bishop said switch of the facsimile division to Wichita would "greatly strengthen Standard Product's role in the ECI corporate structure."

With corporate headquarters in St. Petersburg, ECI designs, develops and manufactures electronic communication systems and equipment, including communication systems for the Air Force airborne command post program and the airborne long-range input position of Semiautomatic Ground Environment (SAGE) systems.

In addition to St. Petersburg and Wichita facilities, ECI has operations in Baltimore, Md., and Santa Barbara, Calif.

Amplifier Produced

Bishop said Murray was instrumental in the John Oster Co. recent production and development of an amplifier for automatic stabilization equipment for the Kaman Helicopter and a new concept in bearing directional heading indicators for the General Dynamics B58 Hustler.

A graduate of Washington University, St. Louis, Mo., Murray works with Airborne Accessories Corp., Hillside, N. J., and McDon-



SYDNEY M. MURRAY



JAMES E. MCCARTHY

nell Aircraft Corp., St. Louis, before joining John Oster Co.

McCarthy, a graduate of the University of Western Ontario, Canada, has been with ECI since 1957. He formerly was with Crucible Steel Co., Syracuse, N. Y.; Intra Electronic Corp., Roseland, N. J., and United Service Associates, Washington, D. C.

4/5/62



ELECTRONIC COMMUNICATIONS, INC.

THIRTY-SEVENTH ANNUAL REPORT 1964

(Top) SPI President S. M. Murray (left) checks group of horizontal stabilizer actuators which SPI is producing for Air Force's RB-57 planes.

(Middle) Technician tests ruggedized

horizon and direction indicators which SPI is producing in quantity for the general aviation market.

(Bottom) New aircraft products developed at SPI during year include: 1, seat actuator; 2 and 3, blowers for cool-

ing electronic equipment; 4, static indicator for target drones; 5, air filter for gyroscopes; 6, solid-state miniature timing module; 7, solid-state multivibrator; 8, pitch indicator; 9, suction pressure gage; 10, turn and bank indicator; 11, economy cruise indicator and 12, liquid level gage.

tem, oil coolers for the Navy P2V aircraft and a wide variety of blowers and heat exhaust systems for helicopters. Benson now supplies the latter items to most United States producers of helicopters.

Benson moved effectively to broaden its commercial production activity. Of importance was a contract to produce close-tolerance metal components for IBM computers.

The Container Division successfully introduced a new stainless steel quarter barrel and materially boosted the sales of its new eighth, or "Pony" barrel.

Standard Precision, Inc.

At the end of the year 85% of a record Standard Precision backlog represented new products, largely in the general aviation market.

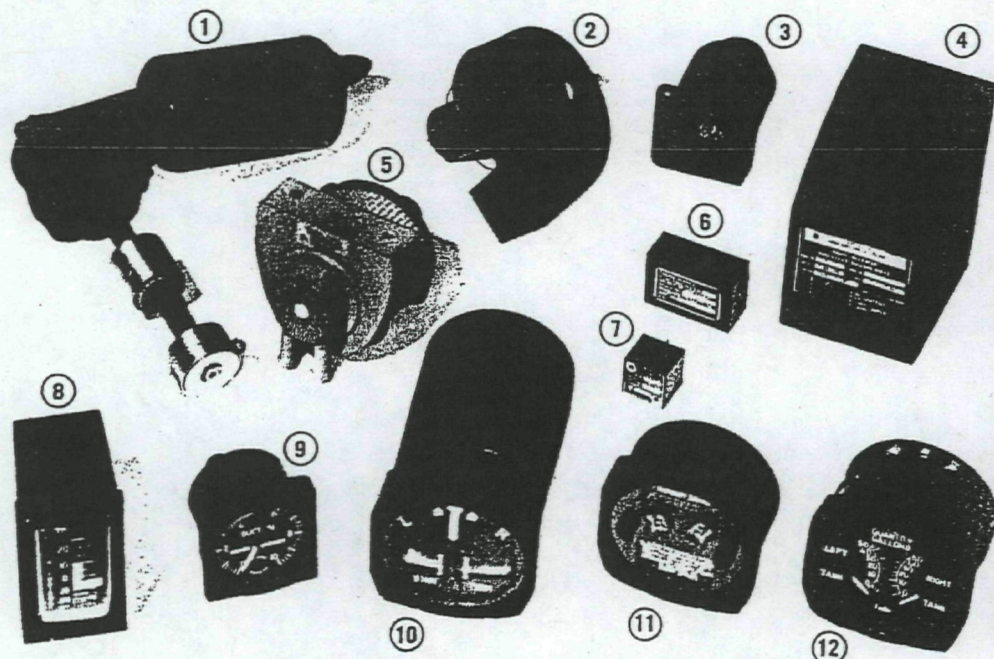
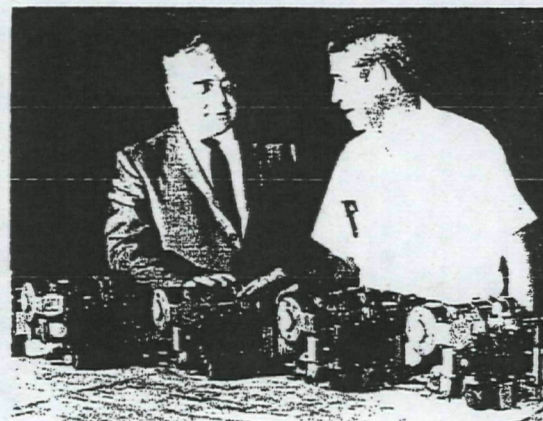
Of particular importance was the redesign of surplus gyroscopes into ruggedized horizon and direction indicators. With new gimballed structures, rotor suspensions and bearings, the gyros withstand shock and vibration 10 times greater than the original design. For the first time, gyros which are capable of absorbing as much stress and shock as the planes in which they fly are available in the general aviation market. These new SPI instruments are being produced in quantity and are becoming standard equipment on many new aircraft.

Other new instruments included an economy cruise indicator to help control fuel mixture, an electronic turn and bank indicator and a dual tachometer. The tachometer saves panel space in twin-engine aircraft by incorporating synchronizing mechanisms of the two engines within one dial.

Tailored for the defense and general aviation markets were such new

products as solid-state frequency gates, miniature timing modules weighing only 100 grams, frequency response test fixtures to provide precise test data on gyros and accelerometers and a new liquid mass indicating system. The latter, which utilizes the phenomenon of buoyant force to sense and measure the mass of liquid in a tank, has a broad potential outside the aviation field. One installation has been made for an Atomic Energy Commission project.

SPI is placing increased emphasis on its broad capability in electromechanics. New contracts during the past year included horizontal stabilizing actuators for the RB-57 aircraft, and rudder and aileron trim actuators for Aero Commander's new Jet Commander aircraft. North American Aviation has selected an SPI miniature linear actuator for use on its Red-Headed Road Runner Target Drone.



Sale of Stock Alters Ownership

National Cash Register Co. has announced completion of its acquisition of Electronic Communications Inc., St. Petersburg, Fla. (ECI).

ECI is the parent company of Standard Precision, a manufacturer of precision instruments and electromechanical equipment for the general aviation and aerospace industries with two plants in Wichita.

The acquisition was consummated through a two-for-one exchange of common stock, with National Cash Register (NCR) receiving 847,114 shares, or approximately 95 per cent of outstanding ECI common stock.

NCR ADVISED it would for a limited time continue to accept tenders of ECI stock on the same basis.

It was expected that both ECI and Standard Precision, which employs over 200 Wichita people, would maintain their identities and present operating procedures.

Standard Precision, with headquarters at 4105 W. Pawnee, was established in 1949 and acquired by ECI in 1959, a company spokesman said.

National Cash Register Co. Seeks Bonds to Construct Facility Here

FRIDAY
DEC. 1, 1974

By DOLORES QUINLISK
Staff Writer

Announcement was made here today that the National Cash Register Co. will seek \$5.5 million in city industrial revenue bonds Tuesday for a new manufacturing facility in the Comotara development northeast of Wichita.

The proposed 230,000 square foot plant is expected to more than double employment over the present NCR's Wichita facility from about 425 to 1,000 persons.

IT WILL BE located on a 45-acre tract at the southeast corner of 37th North and Rock Road.

A new facility has become necessary because of the assignment of one of NCR's major new products to the Wichita plant, said Thomas A. Sherby, general manager of the local plant of the NCR Data Processing Division.

Manufacture of the company's newest small accounting-type computer products line will be concentrated in Wichita — including the NCR 399 computer series and the NCR 725 "in-store" computer for retail stores. The 399 is now being manufactured at the firm's Cambridge, Ohio, plant, and the 725 is being produced at the data processing division's headquarters at San Diego, Calif. Transfer of these products to Wichita is scheduled to be in early 1974.

BOTH MANUFACTURING and engineering activities will be housed in the new Wichita plant.

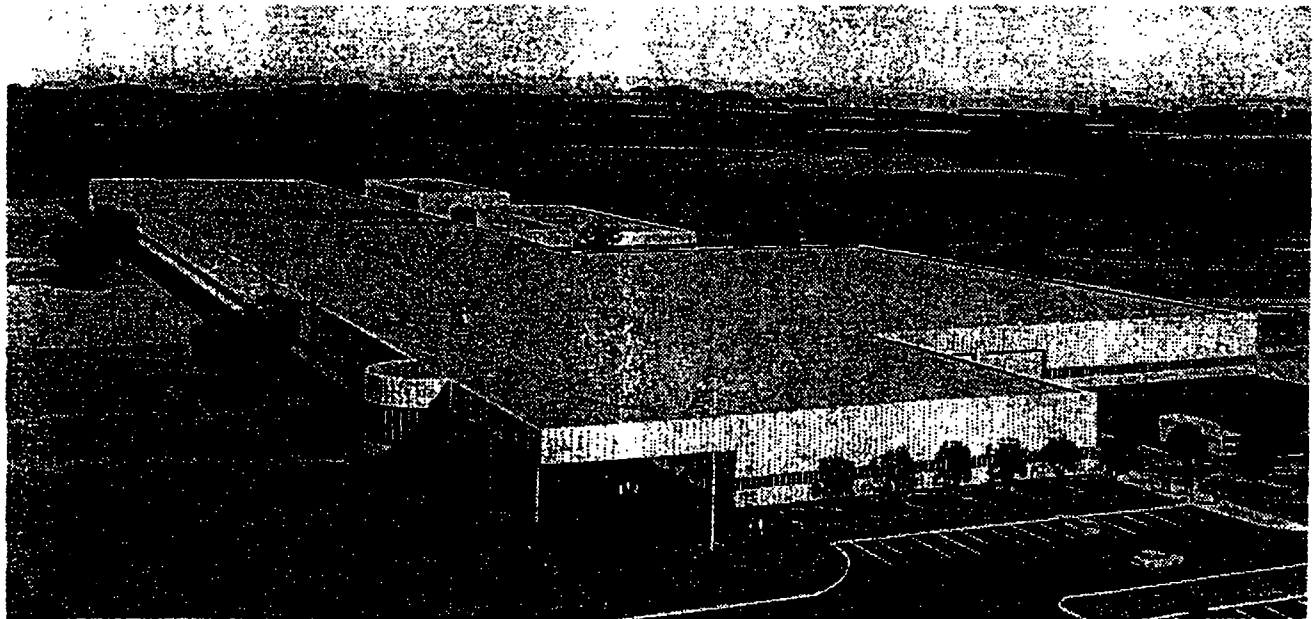
Clyde E. Rexrode, public relations manager from the San Diego office, said here today the basic plan is to hire Wichitans for all jobs except for a very few skilled personnel who may not be available here.

NCR's experience with high quality workmanship at present facilities here influenced the company to expand its operation in Wichita, Rexrode said.

CONSTRUCTION of the plant will start as soon as possible, hopefully before the end of the year, said Rexrode. Architect is Schaefer, Schirmer and Associates, PA, Wichita. The plant should be ready for occupancy early in 1974.

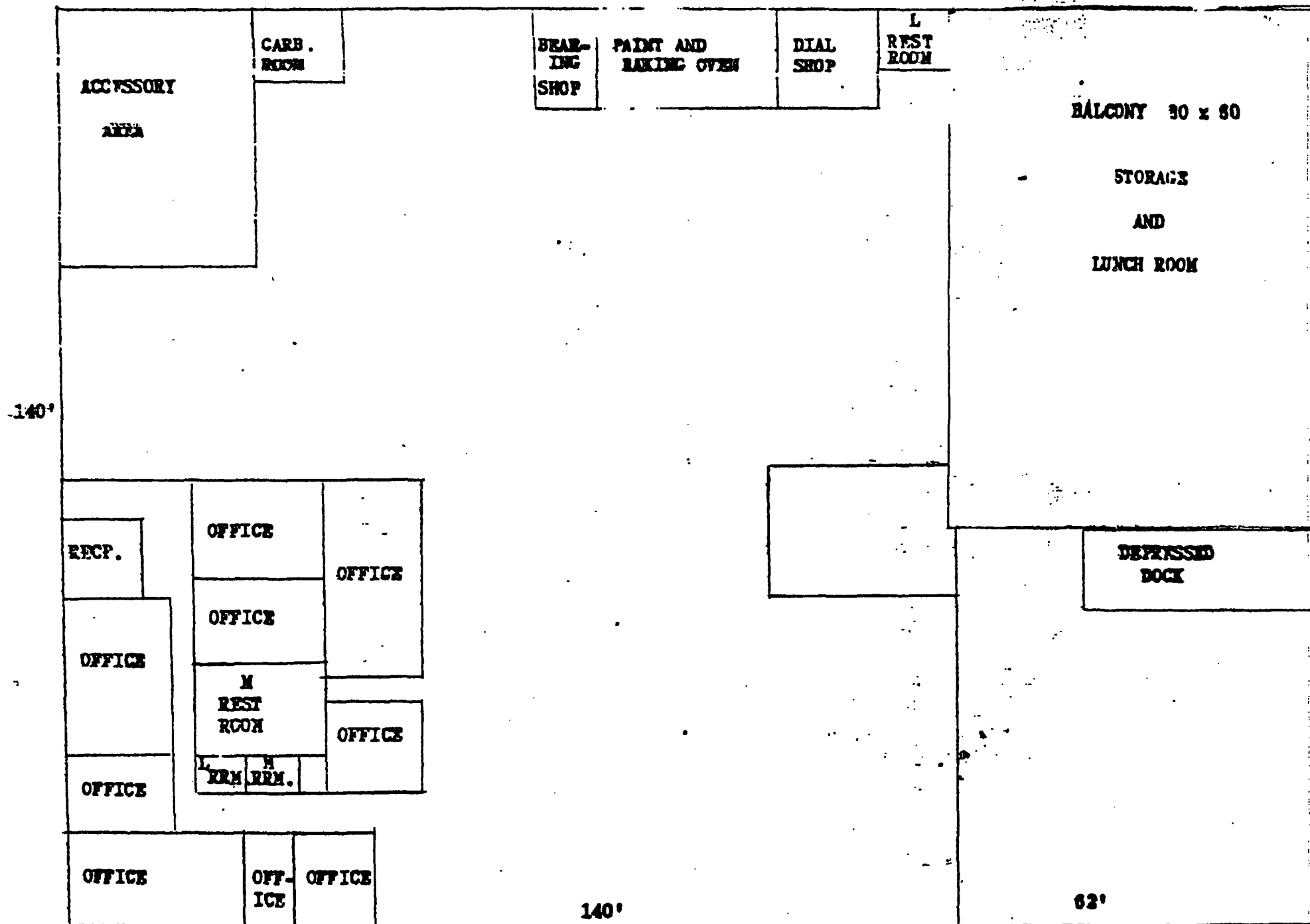
The company's operations here are scattered in three locations — at 7920 W. Kellogg, 650 E. Gilbert and 4105 W. Pawnee.

NCR is the second major company to announce location of new facilities in Comotara, a planned community designed to include industrial, commercial, recreational facilities and residences. It is being developed by Jack P. DeBoer Associates Inc.



Proposed NCR plant will be built at 37th North and Rock Road in Comotara.

Facility to cost \$5.5 million, employ up to 1,000 in manufacture of computer products.



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C. L. Beardsley
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Representative
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PORATION
Box 303-BJ
City 41, Missouri

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mer or national origin.

HAS CREATED JOB OPPORTUNITIES: WE ARE NOW STAFFING OUR NEW MODERN FACILITY

NEEDED AT ONCE FOR THE FOLLOWING PRODUCT LINES:

NEW AND OVERHAUL AIRCRAFT INSTRUMENTS—

AIRCRAFT ACCESSORIES—

Actuators—Motors
Starters—Fuel Pumps

COMMUNICATION—

Electronic
Assemblies

ENGINEERING:

CHIEF ENGINEER—

Supervisory background in the development and manufacture of our product lines.

ENGINEERS—

INSTRUMENT—Cycroscopic, pressure and electric aircraft instruments
ELECTRICAL—Aircraft or commercial equipment
MECHANICAL—Product design
ELECTRONIC—Commercial electronic communication equipment design

These above positions require the appropriate degree or the equivalent in experience.

TECHNICAL PUBLICATION WRITER—

Minimum 5 years experience. Familiarity with military specifications and procedures essential

DRAFTSMEN—

Two years experience on aircraft equipment

MANUFACTURING CONTROL:

PRODUCTION PLANNING SUPERVISOR—

Minimum 5 years in our product line

PURCHASING AGENT—

Thoroughly familiar with military procedures and 5 years experience in our product line. Must have supervisory capabilities.

MATERIAL CONTROL SUPERVISOR—

Completely familiar with our product line and capable of setting up procedures and systems

PACKAGING AND SHIPPING SUPERVISOR—

Knowledge of military specifications and complete unit or spare parts packaging techniques.

METHODS AND PROCESS ENGINEER—

Broad technical knowledge and manufacturing experience with our product line essential.

PRODUCTION SCHEDULERS—

Must be competent to accept full production scheduling responsibility under broad supervision.

QUALITY CONTROL AND INSPECTION:

QUALITY CONTROL SUPERVISOR—

Knowledge of F.A.A. regulations and MIL-Q 9858 essential. Capable of setting up procedures and control systems.

INSPECTORS—

Receiving
Mechanical
Electrical
Tool and Gage

Experience with blueprints and close tolerance inspection required

MANUFACTURING:

CYCROSCOPIC INSTRUMENT SUPERVISOR—

Minimum 10 years manufacture overhaul and supervising experience.

MECHANICAL INSTRUMENT TECHNICIAN—

Minimum 2 years repair and overhaul of aircraft flight and engine instruments.

GENERAL MACHINISTS

Buffing Machine
Punch Press
Cylindrical Grinders
Surface Grinders
Gear Hobblers
Eyelet Machine Drill Press

Minimum 3 years experience. Furnish own hand tools. Set up required.

PRODUCTION—

Electromechanical Assemblers
Electronic Assemblers—Female
Electromechanical Testers
Armature and Field Winders
Painters—Spray Booth

One year as top producer in above jobs required.

MISCELLANEOUS:

RECEPTIONIST—Switchboard, typing and mail distribution.

STENOGRAPHER

RECEIVING AND STOCK CLERK

TOOL CRIB ATTENDANT

SHIPPING CLERK

Resumes of thoroughly qualified, professionally competent applicants, giving full work history and complete data must be received by May 1st. Qualified applicants will be interviewed starting May 2nd. (DO NOT APPLY IN PERSON) Send resume to—

STANDARD PRODUCTS, INC.

P. O. BOX 1297
WICHITA 1, KANSAS

Attention: W. H. Gunderson, Personnel Manager

"Equal Opportunity Employer"

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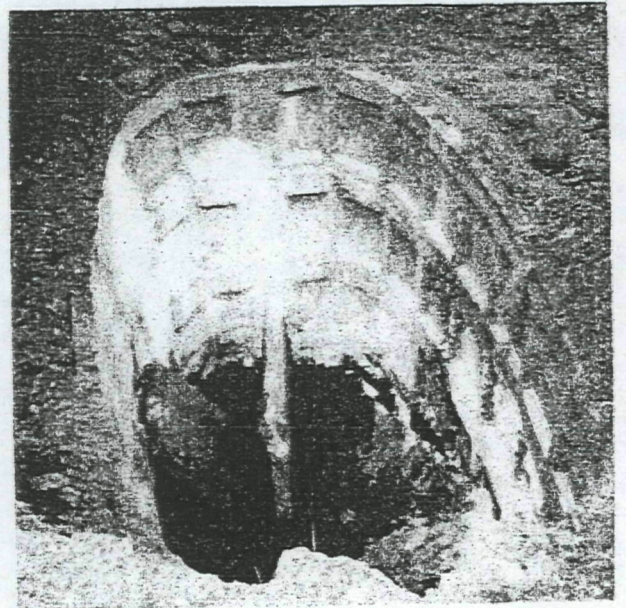
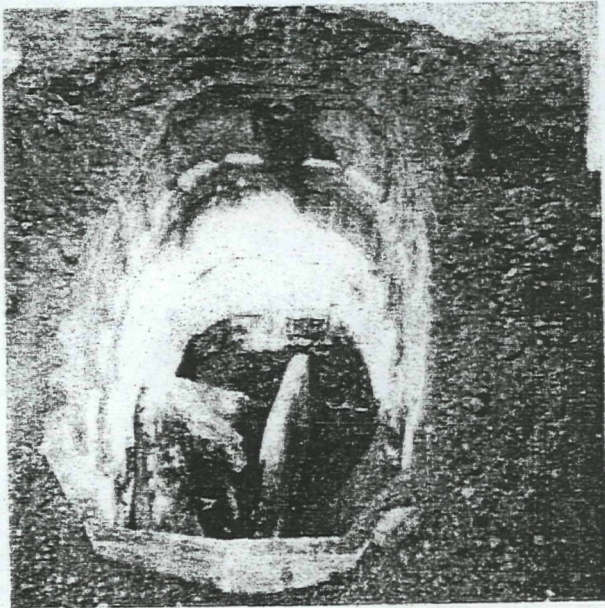
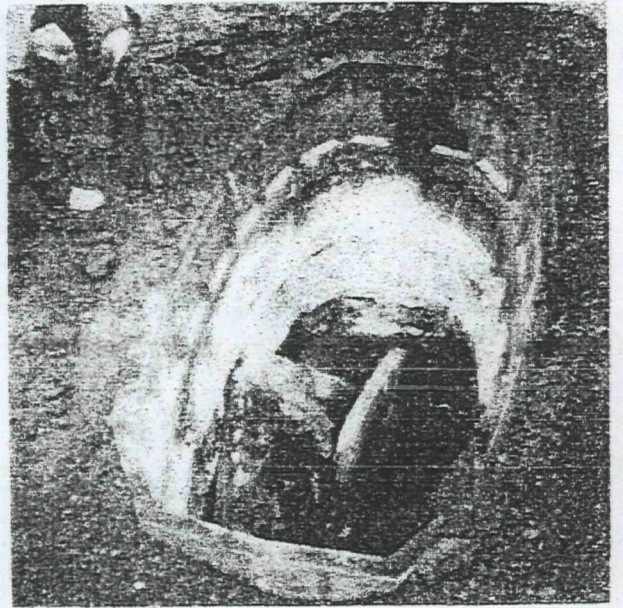
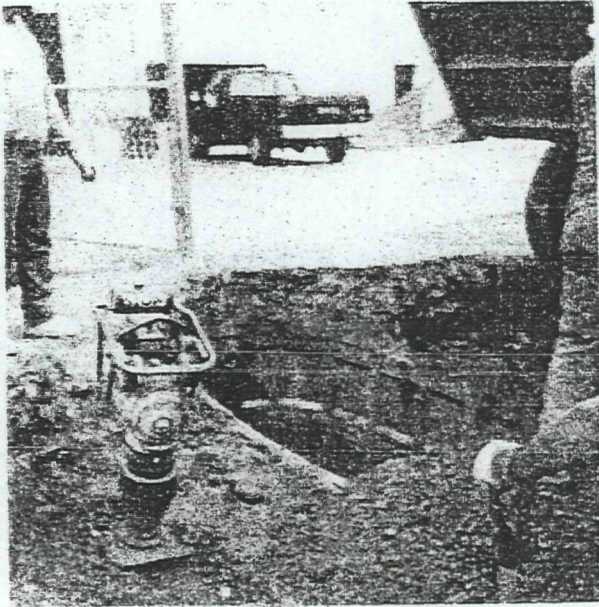
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LEASE

THIS LEASE, made and entered into this 21st day of February, 1962, by and between CONSOLIDATED EQUIPMENT CO., INC., a Kansas corporation, having its principal place of business at 4202 West Highway K-42, hereinafter referred to as Lessor, and STANDARD PRODUCTS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, hereinafter referred to as Lessee.

W I T N E S S E T H :

That the Lessor has leased and by these presents does grant, demise and lease unto the Lessee the following described real estate with the appurtenances thereon located, situated in Sedgwick County, Kansas, to wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows: Beginning at a point in the North line of said Northeast Quarter, 2285.5 Feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and North line of said Section 2; thence West 735.6 Feet; thence South 473.7 Feet to Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning.

To have and to hold the same for a term of five years to begin upon the 1st day of April, 1962, for an annual rental of \$21,600.00, to be paid in advance in monthly payments of \$1,800.00, each, to the Lessor or to such other appointees as the Lessor may from time to time designate.

1. In addition to the rent set out above, Lessee agrees to pay an amount equal to the difference between the 1961 ad valorem

taxes which were in the amount of \$ 1611.65 and the ad valorem taxes assessed for the subsequent years during the term of this lease, or any extensions thereof, provided however said difference, if any, for the year 1962 shall be prorated and Lessee shall pay nine-twelfths (9/12) of such increase and Lessor shall pay three-twelfths (3/12) thereof. Lessee shall have the right to resist at Lessee's sole expense in the name of and on behalf of Lessor any action taken to increase the ad valorem taxes above the amount of the 1961 taxes as Lessee shall deem to be in its best interest.

2. The Lessee covenants and agrees that it will pay any increase in the insurance rates or premiums on the demised premises which increase shall be caused by the character of the occupation of said premises by the Lessee; and in case the Lessee shall omit to pay said increase in insurance rates and premiums, the Lessor shall be entitled to pay the same and the amount so paid shall be added to the rent then or next to become due hereunder.

3. The Lessee further covenants and agrees that it will not occupy or use the said premises, nor will it permit the same to be used or occupied by any business deemed extra hazardous on account of fire or otherwise.

4. The Lessee further covenants and agrees that it will at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be placed in force pertaining to the said premises and which are occasioned by Lessee's use of the premises and shall faithfully observe in the use of the premises all municipal ordinances, and state and federal statutes now in force or which may hereafter be in force.

5. The Lessee further covenants that at the termination of this lease, by lapse of time or otherwise, it will give peaceable possession of the said premises to the Lessor in as good condition as they now are, the usual wear, unavoidable accidents, and other providential means excepted, and that it will not commit or suffer to be committed any waste or nuisance upon the said premises or any part thereof.

6. The Lessee further covenants and agrees that it will not assign this lease, or let or underlet the whole or any part of the said premises without first obtaining the written consent of the Lessor, provided, however, any merger of Lessee with any other corporation shall not require such consent.

7. The Lessee further covenants and agrees that it will indemnify and hold the Lessor harmless from and against any loss, damage and liability occasioned by, growing out of or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Lessee, its agents or employees.

8. The Lessee further covenants with the Lessor that it will not create any liability against the Lessor or the demised premises by reason of repairs, alterations or improvements and Lessee agrees to promptly pay all bills for labor and material and to keep the demised premises free and clear of all liens and encumbrances.

9. The Lessee further covenants and agrees with the Lessor that it shall, at its sole cost and expense, keep and maintain the demised premises and appurtenances and every part thereof, except the roof and exterior masonry walls, which the Lessor agrees to repair, in good and sanitary order, condition and repair and will promptly pay all repair bills when due.

10. The Lessee further covenants that it shall pay for all water, gas, heat, light, power and telephone service and all other services supplied to the said premises subsequent to April 1, 1962.

11. The Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, merchandise, machinery and equipment in, upon or about said premises and for injuries to persons in or about said premises, from any cause, except neglect of Lessor, at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, merchandise, equipment and machinery of any person arising from the use of the premises by the Lessee, or from failure of Lessee to keep the premises in good condition and repair as herein provided, but Lessee shall not be liable for damages arising out of the neglect of Lessor.

12. The Lessee covenants and agrees to permit Lessor or its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting and examining the same or to make such alterations or repairs as the Lessor may deem desirable or necessary.

13. The Lessor covenants and agrees with the Lessee that it is, at the time of the execution of these presents, the sole owner in fee simple of the premises hereby demised, and that it has full right to lease the same for the term aforesaid, and Lessor agrees to furnish Lessee evidence of such right.

14. The Lessor further covenants and agrees that the Lessee, on paying the rent, and on keeping, observing and performing all the other terms, covenants, conditions and provisions and

agreements herein contained on the part of the Lessee to be kept, observed and performed, shall during the said term hereby granted, peaceably and quietly have, hold and enjoy the said premises for the full term of years in this lease and any extensions thereof, subject to the terms, covenants, conditions, provisions and agreements hereof.

15. The Lessor further covenants and agrees to surrender possession of all except the East 140 foot by 142 foot portion of the building, and the balcony, within two weeks of the date of the execution of this lease. Possession of the remainder of the building, including the balcony, shall be surrendered to the Lessee on or before April 1, 1962, provided this lease is executed by the parties hereto prior to February 28, 1962.

16. The Lessor further covenants and agrees with the Lessee that it will at its own cost and expense keep in repair the roof and the exterior masonry walls of the building now located on the premises hereinbefore described for the full term of this lease, and Lessor agrees to indemnify Lessee for any damage caused to Lessee by reason of Lessor's failure to so maintain said roof and exterior masonry walls. Lessor further agrees to replace any major component parts of the heating and air conditioning facilities needed to be replaced during the term of this lease or any extensions thereof.

17. The Lessor further covenants and agrees with the Lessee that the Lessee may during the continuance of this lease, improve, remodel, add to or alter the building, but such alterations, additions or improvements must first be assented to in writing by the Lessor and the plans for such improvements approved by the

Lessor, and all such alterations, improvements and additions shall be done at the sole cost and expense of the Lessee. Such improvements, alterations and additions when made shall become a part of the fee and shall belong to the Lessor, without compensation to the Lessee at the expiration of this lease, provided, however, Lessee may remove any added air conditioning facilities and lighting fixtures that can be removed without damage to the building.

18. The Lessor further covenants with the Lessee that in the event it shall receive a bona fide offer to purchase the said premises during the term of this lease and such offer of purchase shall be satisfactory to the Lessor, the Lessor agrees to give to the Lessee the privilege of purchasing the premises at the price and on the terms of the offer so made, said privilege to be given by a notice sent to the Lessee by registered mail and directed to the Lessee at the demised premises, requiring the Lessee to accept it in writing and to sign a suitable form or contract of purchase within a period of twenty days after the mailing of such notice. In the event of the failure of the Lessee to accept such offer to purchase or sign such contract, within the said period, then and in that event, the privilege to the tenant herein shall thereupon be null and void and the Lessor shall be at liberty to sell the premises to another person, firm or corporation, subject to the terms and conditions of this lease.

19. The Lessor further covenants and agrees with the Lessee that the building shall be broom clean; that all trash, debris and scrap shall be removed from the grounds; that all broken windows shall be replaced; and that the heating, air conditioning and sewage disposal systems shall be in good operating condition at

the time possession of the demised premises is surrendered to the Lessee. The Lessee shall, after occupancy of the demised premises begins, be responsible for the replacement of window glass and maintenance of the heating and air conditioning systems and the sewage disposal facilities except as is hereinbefore provided in Paragraph 16.

20. The Lessor further covenants and agrees with the Lessee to make all necessary repairs to and to thoroughly clean the existing restroom facilities.

21. For the consideration aforesaid, Lessor hereby gives and grants unto Lessee, the right, privilege and option of renewing this lease, at the expiration of the aforementioned term for two additional terms of five years each upon the same conditions, covenants and agreements herein set forth and at the same rental herein stipulated by giving the Lessor at least 120 days written notice prior to the expiration of such term or extended term of Lessee's desire to exercise such option and renew this lease for such additional term.

22. Lessor further covenants with the Lessee that it will pay ad valorem taxes in an amount equal to the 1961 taxes as were set forth in Paragraph 1 hereof.

23. Lessor further covenants with the Lessee that it will keep said premises free and clear of any and all mechanic's liens on account of any repairs, or alterations which it may be obligated to make under this lease.

24. Lessor further covenants and agrees to carry such insurance, including fire and extended coverage, as it may desire and deem necessary.

25. It is mutually covenanted and agreed by the parties that if the premises shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the Lessor at its expense. If the damage shall be so extensive as to render the premises or any part thereof untenable, the rent shall be proportionately paid up to the time of such damage, and shall from thenceforth cease as to the part rendered untenable until such time as the premises shall be put in good order which Lessor agrees to do with due diligence. In the event of the total destruction of the premises by fire or other casualty, this lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction.

26. It is further mutually covenanted and agreed that the appointment of a receiver to take possession of all or substantially all of the assets of the Lessee; or a general assignment by Lessee for the benefit of creditors; or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee.

27. If at any time there shall be any default on the part of the Lessee in the payment of any amount of money due hereunder, or if there shall be any default by the Lessee in the performance or observance of any of the covenants and agreements herein contained, or if the Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of the Lessee shall be sold on execution or other legal process, the Lessor may terminate this lease by notifying the Lessee in writing, re-enter upon the demised premises and take possession thereof. In such event, Lessor may re-enter upon the leased premises, have possession thereof, re-let the same for the

remainder of said term for the highest rent obtainable, sue for and collect any and all amounts of money for the payment of which Lessee shall then be in default, and thenceforth this lease shall be void to all intents and purposes; or the Lessor may re-enter upon said premises, have possession thereof, re-let the same for the remainder of said term for the highest rent obtainable, sue for and recover from the Lessee any deficiency between the amounts so obtained and the rent herein reserved. The remedies contained in this paragraph shall not, however, be deemed to be exclusive of any other remedies, at law or in equity, the Lessor may have or may be entitled to have upon breach of any of the covenants herein contained.

28. It is further mutually covenanted and agreed by the parties that the waiver by the Lessor of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

29. It is further mutually covenanted by the parties hereto that any holding over after the expiration of the said term, or any extension or extensions thereof with the consent of Lessor, shall be construed to be a tenancy from month to month and shall be on the terms and conditions herein specified so far as applicable.

30. It is further mutually covenanted by the parties that the terms, covenants, agreements and conditions hereof shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSOR:

CONSOLIDATED EQUIPMENT CO., INC.

(SEAL)

BY *M. J. Edwards, Jr.*
M. J. Edwards, Jr., President

ATTEST:

Isabella Edwards
Isabella Edwards, Secretary

LESSEE:

STANDARD PRODUCTS, INC.

(SEAL)

BY *LaRoy S. Horton*
LaRoy S. Horton, President

ATTEST:

P. L. Lord
Secretary

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 9/14 day of February, 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M. J. Edwards, Jr., President of Consolidated Equipment Co., Inc., a corporation, and Isabelle Edwards, the Secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as President and Secretary respectively, and said M. J. Edwards, Jr., as President of said corporation, duly acknowledged the execution of same as President of said corporation; and Isabelle Edwards, Secretary of said corporation, duly acknowledged the attestation of the same as such Secretary for and on behalf of said corporation, and that she affixed thereto the seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL)

Arminia Van Cleave
Notary Public

My commission expires:

2-27-67

STATE OF
COUNTY OF

} ss.
}

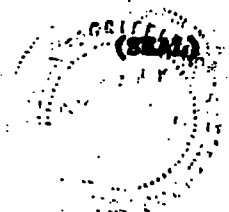
BE IT REMEMBERED, that on this 28th day of February, 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came LeRoy S. Horton, President of Standard Products, Inc., a corporation, and C. L. Lord the Secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as President and Secretary respectively, and said LeRoy S. Horton, as President of said corporation, duly acknowledged the execution of same as President of said corporation, and acknowledged the same to be the act of the corporation; and C. L. Lord Secretary of said corporation, duly acknowledged the attestation of the same as such Secretary for and on behalf of said corporation, and that she affixed thereto the seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Liana F. Guggenb.
Notary Public

My commission expires:

Aug. 18, 1963



**GUARANTEE OF PAYMENT OF RENT
AND PERFORMANCE OF COVENANTS**

In consideration of the letting of the premises described in a certain lease of even date between Consolidated Equipment Co., Inc., and Standard Products, Inc., and for the sum of \$1.00, Air Associates, Inc., a Delaware corporation, hereby becomes surety for the punctual payment of the rent and performance of covenants in said instrument mentioned to be paid and performed by the Lessee therein named. If any default shall at any time be made therein, Air Associates, Inc., does promise and agree to pay unto the Lessor named in said lease, the said rent and arrears thereof that may be due, and fully satisfy the conditions and covenants of said instrument, and to pay all damages that may occur by reason of the nonfulfillment thereof.

WITNESS our hands and seal this 26 day of February,
1962.

AIR ASSOCIATES, INC.

BY C. A. Sereno
C. A. Sereno, President

(SEAL)

ATTEST:

R. L. Lord

Secretary

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE, entered into by and between the parties hereto on this 1 day of April 1965, at Wichita, Kansas.

WHEREAS, the parties hereto, CONSOLIDATED EQUIPMENT CO., INC., as Lessor, and hereinafter referred to as "Lessor", and STANDARD PRODUCTS, INC., as Lessee, and hereinafter referred to as "Lessee", have heretofore under date of the 21st day of February 1962 entered into a lease covering the following described real estate in Sedgwick County, Kansas, to-wit:

A Tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows: Beginning at a point in the North line of said Northeast Quarter, 2285.5 Feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and North Line of said Section 2; thence West 735.6 feet; thence South 473.7 Feet to Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning.

WHEREAS, the parties now desire to amend said lease in certain respects; and

WHEREAS, Standard Products, Inc.'s corporate name has been changed to and is now Standard Precision, Inc.; and

WHEREAS, it is the intention of Lessee, Standard Precision, Inc., to bring city water to the aforescribed premises and to install a sprinkler system which should reduce the hazard insurance rates on the building which is a part of said premises;

NOW, THEREFORE, it is agreed as follows:

1. The primary term of said lease is hereby amended, and the same shall be and is hereby declared to be for a period of ten (10) years from the first day of April 1962, which primary term shall expire on the 31st day of March 1972.

2. Lessor agrees that upon Lessee bringing city water to the leased premises and installing a sprinkler system therein, the annual

rental provided for in said lease shall be reduced by an amount equal to the amount that Lessor's fire and extended coverage insurance premium is reduced under Lessor's present policy expiring in April 1966. It is further agreed that the annual rental, beginning with the expiration of Lessor's present fire and extended coverage insurance, shall be reduced by an amount equal to the difference between the premium for a fire and extended coverage policy

- (a) In the amount of the present coverage,
- (b) With rates in effect at the expiration of the present policy,
- (c) Based upon occupancy in effect immediately prior to Lessee's taking possession, and
- (d) Based upon such occupancy being without a sprinkler system,

and the premium for a fire and extended coverage policy

- (a) In the amount of the present coverage,
- (b) With rates in effect at the expiration of the present policy,
- (c) Based upon occupancy in effect immediately prior to Lessee's taking possession, and
- (d) Based upon such occupancy being with a sprinkler system.

It is the intention of the parties that any savings in premium based upon the factors set out above resulting from the installation of the sprinkler system shall inure to the benefit of the Lessee in the aforescribed lease. This paragraph is hereby made self-operative, i.e., no further writings shall be required to effectuate said rent reduction once the aforesaid conditions precedent are performed by Lessee.

3. All other terms and conditions of the original lease above referred to, as filed in Miscellaneous Book 496, page 355 et seq. in the office of the Register of Deeds of Sedgwick County, Kansas, shall be and remain in full force and effect.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals this 1 day of April 1965.

CONSOLIDATED EQUIPMENT CO., INC.

By M. J. Edwards, Jr.
M. J. EDWARDS, JR., President

ATTEST:

Isabel Edwards
ISABEL EDWARDS, Secretary

"Lessor"

STANDARD PRECISION, INC.
(formerly Standard Products, Inc.)

By S. M. Murray
S. M. MURRAY, President

ATTEST:

C. L. Lord
C. L. LORD, Secretary

"Lessee"

**GUARANTEE OF PAYMENT OF RENT
AND PERFORMANCE OF COVENANTS**

In consideration of the execution of the above "Amendment to Lease", by Consolidated Equipment Co., Inc., the undersigned, Electronic Communications, Inc., a _____ corporation, guarantees the performance of the covenants and the payment of the rent to be performed and paid by Standard Precision, Inc. under the terms of the above "Amendment to Lease" and the original lease dated February 21, 1962 between Consolidated Equipment Co., Inc. and Standard Products, Inc. The undersigned promises and agrees to pay all the Lessor's expenses incurred by the Lessor in enforcing all the obligations of the lessee under the lease and amendment thereto or incurred by the Lessor in enforcing this guarantee.

WITNESS our hands and seal this _____ day of _____, 1965.

ELECTRONIC COMMUNICATIONS, INC.

By _____
President

ATTEST:

Secretary

JUN 7 3 27 PM '02

BILL MEEK
REGISTER OF DEEDS

Sent to
County Clerk

JUN 07 2002

For Entry on

2461 PAGE 165

Pursuant to K.S.A. 79-1437, a real estate validation questionnaire is not required due to exception no. 4.

THIS INDENTURE, made this 16 day of May, 2002, by and between Maurice J. Edwards III and Angela E. Grant, Co-Trustees of M. Isabelle Edwards Marital Trust #1 established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990, hereinafter referred to as "First Parties", and Maurice J. Edwards III and Angela E. Grant, Co-Trustees of Maurice J. Edwards Jr. Family Trust established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust Under Indenture dated November 27, 1990, hereinafter referred to as "Second Parties"; and Maurice J. Edwards III and Angela E. Grant, Co-trustees of Maurice J. Edwards, Jr. Generation-Skipping Trust, established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990, hereinafter referred to as "Third Parties".

WITNESSETH, That

WHEREAS, certain trusts known as the "M. Isabelle Edwards Marital Trust #1", the "Maurice J. Edwards Jr. Family Trust", and the "Maurice J. Edwards Jr. Generation-Skipping Trust" were created under a certain Living Trust Indenture dated November 27, 1990 (the "trust indenture"); and

WHEREAS, Maurice J. Edwards III and Angela E. Grant are the duly appointed and constituted co-trustees of the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust; and

WHEREAS, said trust indenture confers upon the Trustees of each of said trusts the power to transfer title to real property, together with the power to make, execute, have acknowledged, and deliver deeds of conveyance to the transferee of the real property owned by the said trusts; and the undersigned are authorized by said trust indenture to execute this deed on behalf of the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust; and

WHEREAS, said trust indenture and the powers referred to therein are in full force and effect and the powers conferred upon the co-trustees have not been modified or revoked in whole or in part; and

WHEREAS, the terms of the trust indenture direct the Trustees of the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust to convey the assets of said trusts, upon the death of the survivor of Maurice J. Edwards Jr. and M. Isabelle Edwards, to the Co-trustees of the Maurice J. Edwards Jr. Generation-Skipping Trust; and both Maurice J. Edwards Jr. and M. Isabelle Edwards are now deceased; and pursuant to said direction Maurice J. Edwards III and Angela E. Grant deem it proper and advisable to grant and convey the real estate hereinafter described from the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust, respectively, to Third Parties, and Third Parties are ready, willing, and able to receive title to the same;

NOW, THEREFORE, the First Parties and Second Parties, in consideration of the terms of the governing trust indenture of the Maurice J. Edwards Jr. Living Trust dated November 27, 1990, and other good and valuable consideration, the receipt and sufficiency



Sharon Langley
Deputy

PLEASE RETURN TO:
Charles E. Cole, Jr.
Fleeson, Goring, Coulson & Kitch, LLC
P. O. Box 997
Wichita, KS 67201-0997

1000
cc

Trustees' Deed

Grantor: M. Isabelle Edwards Marital Trust #1 and

Maurice J. Edwards Jr. Family Trust

Grantee: Maurice J. Edwards Jr. Generation-Skipping Trust

Page 2

of which is hereby acknowledged, and by virtue of the unrevoked powers conferred upon them by said Trust Indenture, do hereby grant, bargain, sell and convey, and have granted, bargained, sold, and conveyed unto Maurice J. Edwards III and Angela E. Grant, Co-trustees of the Maurice J. Edwards Jr. Generation-Skipping Trust, the following described real estate situated in Sedgwick County, Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows:

Beginning at a point in the North line of said Northeast Quarter, 2285.5 feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and the North line of said Section 2; thence West 735.6 feet; thence South 473.7 feet to the Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning, except two tracts of land deeded to the State of Kansas for Highway purposes and described as follows:

Tract No. 1. Beginning at the intersection of the present Northwesterly Right-of-Way line of Highway K-42, and the North line of said Northeast Quarter of Section 2, said point being 2285.5 feet East of the Northwest corner of said Quarter section; thence Southwesterly along said Right-of-Way line, 875.1 feet; thence North 10.8 feet; thence Northeasterly 676.5 feet to a point 10.0 feet Northwesterly at right angles from said present Northwesterly Right-of-Way line; thence Northwesterly to a point on the South Right-of-Way line of the Public Road 30.0 feet South and 209.1 feet West of the place of beginning; thence North 30.0 feet to the North line of said Northeast Quarter; thence East 209.1 feet along said North line to the place of beginning.

Tract No. 2. Beginning at a point on the North line, of the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, 1549.9 feet East of the Northwest corner of said Northeast Quarter; thence South 60.0 feet; thence Northeasterly to a point 30.0 feet south and 30.0 feet East of the place of beginning; thence North, 30.0 feet to the North line of said Northeast Quarter; thence West 30.0 feet along said North line to the place of beginning.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the said premises as aforesaid;

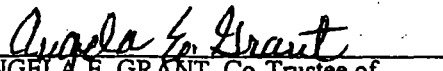
And Maurice J. Edwards III and Angela E. Grant, Co-trustees of the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust, their successors and assigns, do hereby covenant with the Third Parties that they are the duly appointed, qualified, and acting co-trustees of the above described trusts, to-wit: the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust; that the consideration is full and adequate; and that the undersigned co-trustees have full power and authority to transfer and convey the aforescribed real estate and have made, executed, and delivered this conveyance pursuant to the powers and authority in said trusts, which said powers and authority are in full force and effect and unrevoked.


Trustees' Deed
Grantor: M. Isabelle Edwards Marital Trust #1 and
Maurice J. Edwards Jr. Family Trust
Grantee: Maurice J. Edwards Jr. Generation-Skipping Trust
Page 3

IN WITNESS WHEREOF, First Parties have set their hands for said Trust as aforesaid on the day and year first above written.


MAURICE J. EDWARDS, III, Co-Trustee
of M. Isabelle Edwards Marital Trust #1


MAURICE J. EDWARDS III, Co-Trustee
of Maurice J. Edwards Jr. Family Trust


ANGELA E. GRANT, Co-Trustee of
M. Isabelle Edwards Marital Trust #1

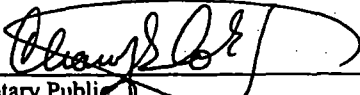

ANGELA E. GRANT, Co-Trustee of
Maurice J. Edwards Jr. Family Trust

ACKNOWLEDGMENT

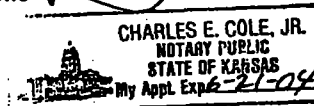
STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16 day of May, 2002, before me, the undersigned, a Notary Public in and for the county and state aforesaid came Maurice J. Edwards III, as Co-trustee of the M. Isabelle Edwards Marital Trust #1 and Maurice J. Edwards Jr. Family Trust, who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same for and on behalf and as the act and deed of said Trust and in accordance with the Living Trust Indenture above described.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal the day and year last above written.


Notary Public

My appointment expires:

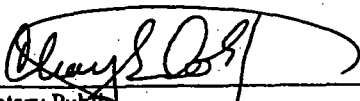


ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16 day of May, 2002, before me, the undersigned, a Notary Public in and for the county and state aforesaid came Angela E. Grant, as Co-trustee of the M. Isabelle Edwards Marital Trust #1 and Maurice J. Edwards Jr. Family Trust, who is personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same for and on behalf and as the act and deed of said Trust and in accordance with the Living Trust Indenture above described

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal the day and year last above written.


Notary Public

My appointment expires:



TRUSTEES' DEED

MICROFILMED
OF RECORD

THIS INDENTURE, made this 1st day of October, 1993 by and between M. Isabelle Edwards and Maurice J. Edwards III, Co-trustees of Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990, hereinafter referred to as "First Parties"; M. Isabelle Edwards and Maurice J. Edwards III, Co-Trustees of M. Isabelle Edwards Marital Trust #1 established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990, hereinafter referred to as "Second Parties", and M. Isabelle Edwards and Maurice J. Edwards III, Co-Trustees of Maurice J. Edwards Jr. Family Trust established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust Under Indenture dated November 27, 1990, hereinafter referred to as "Third Parties".

W I T N E S S E T H, That

WHEREAS, a certain trust known as the "Maurice J. Edwards Jr. Living Trust" was created under Living Trust Indenture dated November 27, 1990 (the "trust indenture"); and

WHEREAS, M. Isabelle Edwards and Maurice J. Edwards III are the duly appointed and constituted co-trustees of the Maurice J. Edwards Jr. Living Trust; and

WHEREAS, said trust indenture confers upon the Trustees thereof the power to transfer title to real property, together with the power to make, execute, have acknowledged, and deliver deeds of conveyance to the transferee of the real property owned by the said Maurice J. Edwards Jr. Living Trust; and the undersigned are authorized by said trust indenture to execute this deed on behalf of the Maurice J. Edwards Jr. Living Trust; and

WHEREAS, said trust indenture and the powers referred to therein are in full force and effect and the powers conferred upon the co-trustees have not been modified or revoked in whole or in part; and

WHEREAS, the terms of the trust indenture direct the Trustees thereof to convey the assets of said trust, upon the death of Maurice J. Edwards Jr., to the co-trustees of the M. Isabelle Edwards Marital Trust #1 and the Maurice J. Edwards Jr. Family Trust; and Maurice J. Edwards Jr. is now deceased; and pursuant to said direction M. Isabelle Edwards and Maurice J. Edwards III deem it proper and advisable to grant and convey the real estate hereinafter described to the Second Parties and Third Parties, and Second Parties and Third Parties are ready, willing, and able to receive title to the same;

NOW, THEREFORE, the First Parties, in consideration of the terms of the Maurice J. Edwards Jr. Living Trust and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and by virtue of the unrevoked powers conferred upon them by said Trust Indenture, do hereby grant, bargain, sell and convey, and have granted, bargained, sold, and conveyed the below described property to the grantees as follows:

ENTERED ON
TRANSFER RECORD

FEB 1 1995

SUSAN E. CROCKETT, CLERK
COUNTY CLERK

(1) An undivided 75.54% interest therein unto M. Isabelle Edwards and Maurice J. Edwards III, Co-Trustees of M. Isabelle Edwards Marital Trust #1, established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust dated November 27, 1990; and

(2) An undivided 24.46% interest therein unto M. Isabelle Edwards and Maurice J. Edwards III, Co-Trustees of Maurice J. Edwards Jr. Family Trust established under the governing trust indenture of the Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990.

PLEASE RETURN TO:
Charles E. Cole, Jr.
500 N. Market
Wichita, KS 67214

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to exception no. 7.

Trustees' Deed

Grantor: Maurice J. Edwards Jr. Living Trust

**Grantees: M. Isabelle Edwards Marital Trust and
Maurice J. Edwards Jr. Family Trust**

Page 2

The real property conveyed hereunder is the following described real estate situated in Sedgwick County, Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows:

Beginning at a point in the North line of said Northeast Quarter, 2285.5 feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and the North line of said Section 2; thence West 735.6 feet; thence South 473.7 feet to the Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning, except two tracts of land deeded to the State of Kansas for Highway purposes and described as follows:

Tract No. 1. Beginning at the intersection of the present Northwesterly Right-of-Way line of Highway K-42, and the North line of said Northeast Quarter of Section 2, said point being 2285.5 feet East of the Northwest corner of said Quarter section; thence Southwesterly along said Right-of-Way line, 875.1 feet; thence North 10.8 feet; thence Northeasterly 676.5 feet to a point 10.0 feet Northwesterly at right angles from said present Northwesterly Right-of-Way line; thence Northwesterly to a point on the South Right-of-Way line of the Public Road 30.0 feet South and 209.1 feet West of the place of beginning; thence North 30.0 feet to the North line of said Northeast Quarter; thence East 209.1 feet along said North line to the place of beginning.

Tract No. 2. Beginning at a point on the North line, of the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, 1549.9 feet East of the Northwest corner of said Northeast Quarter; thence South 60.0 feet; thence Northeasterly to a point 30.0 feet south and 30.0 feet East of the place of beginning; thence North, 30.0 feet to the North line of said Northeast Quarter; thence West 30.0 feet along said North line to the place of beginning.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the said premises as aforesaid;

And M. Isabelle Edwards and Maurice J. Edwards III, Co-trustees of the Maurice J. Edwards Jr. Living Trust and their successors and assigns, do hereby covenant with the Second Parties and Third Parties that they are the duly appointed, qualified, and acting co-trustees of the above described revocable trust, to-wit: Maurice J. Edwards Jr. Living Trust, that the consideration is full and adequate, and that the undersigned co-trustees have full power and authority to sell and convey the aforescribed real estate and have made, executed, and delivered this conveyance pursuant to the powers and authority in said Trust, which said powers and authority are in full force and effect and unrevoked.

CHARLES E. COLE, JR.
NOTARY PUBLIC
STATE OF KANSAS
 My Appl. Exp. *6-21-96*

DEC 13 1990

DON WRIGHT
COUNTY CLERKQUIT CLAIM DEED
(Kansas Statutory Form)

MAURICE J. EDWARDS JR. and M. ISABELLE EDWARDS, husband and wife, quit claim to MAURICE J. EDWARDS JR. and M. ISABELLE EDWARDS, CO-TRUSTEES of Maurice J. Edwards Jr. Living Trust under indenture dated November 27, 1990, all the following described real estate in the county of Sedgwick and the state of Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows:

Beginning at a point in the North line of said Northeast Quarter, 2285.5 feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and the North line of said Section 2; thence West 735.6 feet; thence South 473.7 feet to the Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning, except two tracts of land deeded to the State of Kansas for Highway purposes and described as follows:

Tract No. 1. Beginning at the intersection of the present Northwesterly Right-of-Way line of Highway K-42, and the North line of said Northeast Quarter of Section 2, said point being 2285.5 feet East of the Northwest corner of said Quarter section; thence Southwesterly along said Right-of-Way line, 875.1 feet; thence North 10.8 feet; thence Northeasterly 676.5 feet to a point 10.0 feet Northwesterly at right angles from said present Northwesterly Right-of-Way line; thence Northwesterly to a point on the South Right-of-Way line of the Public Road 30.0 feet South and 209.1 feet West of the place of beginning; thence North 30.0 feet to the North line of said Northeast Quarter; thence East 209.1 feet along said North line to the place of beginning.

Tract No. 2. Beginning at a point on the North line, of the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, 1549.9 feet East of the Northwest corner of said Northeast Quarter; thence South 60.0 feet; thence Northeasterly to a point 30.0 feet South and 30.0 feet East of the place of beginning; thence North, 30.0 feet to the North line of said Northeast Quarter; thence West 30.0 feet along said North line to the place of beginning.

FOR THE SUM OF One Dollar (\$1.00) and other good and valuable consideration.

EXECUTED at Wichita, Kansas this 27th day of November, 1990.

Maurice J. Edwards Jr.
MAURICE J. EDWARDS JR.

M. Isabelle Edwards
M. ISABELLE EDWARDS

ACKNOWLEDGEMENT

STATE OF KANSAS, SEDGWICK COUNTY) SS:

BE IT REMEMBERED that on this 27th day of November, 1990, before me, the undersigned, a notary public in and for the county and state aforesaid, came Maurice J. Edwards Jr. and M. Isabelle Edwards, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and y ast above written.

Cherie R. Widick
Notary Public

My appointment expires:



(This is a gift deed)

MICROFILMED
OF RECORD

Please return to: Charles E. Cole, Jr.

FILED FOR RECORD AT
SEDGWICK COUNTY
MAY 16 1975

NO. 2 31892
METTE F. McCART
REGISTER OF DEEDS

Original Compared
With Record

FRM 142 PAGE

9

ENTERED ON
TRANSFER RECORD

MAY 16 1975

GEORGE PERCE
COUNTY CLERK

THIS INDENTURE, Made this 8th day of May, A.D., 1975,

between CONSOLIDATED EQUIPMENT COMPANY, INC., (a corporation organized and existing under the laws of Kansas, acting by its President being thereunto duly authorized) in Sedgwick County, in the State of Kansas, of the first part, and MAURICE J. EDWARDS, JR., Of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH, That the said party of the first, in consideration of the sum of * * * * * *TEN and 00/100* * * * * *DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns its title and interest in and to the following described Real Estate situated in the County of Sedgwick and State of Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows:

Beginning at a point in the North line of said Northeast Quarter, 2285.5 Feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and the North line of said Section 2; thence West 735.6 Feet; thence South 473.7 Feet to the Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning, except Two tracts of land deeded to the State of Kansas for Highway purposes and described as follows:

Tract No. 1. Beginning at the intersection of the present Northwesterly Right-of-Way line of Highway K-42, and the North line of said Northeast Quarter of Section 2, said point being 2285.5 Feet East of the Northwest Corner of said Quarter Section; thence Southwesterly along said Right-of-Way line, 875.1 Feet; thence North 10.8 feet; thence Northeasterly 676.5 Feet to a point 10.0 Feet Northwesterly at right angles from said present Northwesterly Right-of-Way line; thence Northwesterly to a point on the South Right-of-Way line of the Public Road 30.0 Feet South and 209.1 Feet West of the place of beginning; thence North 30.0 Feet to the North line of said Northeast Quarter; thence East 209.1 Feet along said North line to the place of beginning.

Tract No. 2. Beginning at a point on the North line, of the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, 1549.9 Feet East of the Northwest corner of said Northeast Quarter; thence South 60.0 Feet; thence Northeasterly to a point 30.0 Feet South and 30.0 Feet East of the place of beginning; thence North, 30.0 Feet to the North line of said Northeast Quarter; thence West 30.0 Feet along said North line to the place of beginning.

5-1

V. L. Darratt

Subject to easements and restrictions of record and subject to mortgage of record in favor of Mid Kansas Federal Savings and Loan Association.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining forever.

And said grantor, for itself and its successor and assigns, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of the interest hereby conveyed, of and in all and singular the above-granted and - described premises, and that it will warrant and defend the same unto the party of the second part, his heirs and assigns, against said party of the first part, its successors and assigns, and all and every person whomsoever, lawfully claiming by, through or under it or its successors and assigns.

IN WITNESS WHEREOF, The said party of the first part has executed this deed and affixed its corporate seal on the day and year first above written.

CONSOLIDATED EQUIPMENT COMPANY, INC.

By *M. J. Edwards, Jr.*
M. J. Edwards, Jr., President.

ATTEST: *James E. Edwards*
Secretary.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 1977, by and between M. J. Edwards, Jr., 14031 North Point Court, Wichita, Kansas, hereinafter referred to as "LESSOR" and CECO, INC., a Kansas Corporation, hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, LESSOR is the owner of the following described real property, located in Wichita, Sedgwick County, Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows: Beginning at a point in the North line of said Northeast Quarter, 2285.5 Feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-Of-Way line of Highway K-42 and North line of said Section 2; thence West 735.6 Feet; thence South 473.7 Feet to Northwest Right-Of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-way line of K-42 to the point of beginning;

and the buildings drawn on exhibit "A", attached hereto, are located on said real property.

WHEREAS, LESSEE desires to lease from LESSOR, the shaded portion of the buildings located on exhibit "A" and commonly known and described as #125 W. Pawnee Avenue, Wichita, Kansas, and containing approximately 9,102 square feet of ground floor space.

NOW THEREFORE, in consideration of the premises and of the covenants, agreements and payments hereinafter set forth, the parties agree to and with each other as follows:

I. TERM OF LEASE

LESSOR does hereby grant, lease and let to the LESSEE

and the LESSEE does hereby rent from the LESSOR the shaded portion of the buildings located on exhibit "A", and commonly known and described as 4125 W. Pawnee Avenue, Wichita, Kansas, and containing approximately 9,102 square feet of ground floor space, for a term of two (2) years, beginning April 1, 1977 and ending March 31, 1979.

II. RENTAL

LESSEE agrees and covenants to pay as rent for the premises, for the term stated, the total sum of \$13,440.00 in monthly installments of \$1,120.00, in advance, on the 1st day of each month during the term of this lease, beginning April 1, 1977. The rental payments shall be made to the LESSOR at his address, 14031 North Point Court, Wichita, Kansas, or to such other person or corporation and at such other place as the LESSOR shall designate in writing.

III. USE OF PROPERTY

It is understood and agreed that the above property is being leased by LESSEE to be used for manufacturing aircraft supplies and related products, and LESSEE agrees that it will not permit the leased premises to be used or occupied for any purpose or business deemed extra hazardous on account of fire or otherwise.

IV. COMPLIANCE WITH ALL LAWS

The LESSEE further covenants and agrees that it will at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be placed in force pertaining to the said premises and which are occasioned by LESSEE'S use of the premises and shall faithfully observe, in the use of the premises, all municipal ordinances, and state and federal statutes now in force or which may hereafter be in force.

V. SURRENDER OF POSSESSION

The LESSEE further covenants that at the termination of this lease, by lapse of time or otherwise, it will give peace-

able possession of the said premises to the LESSOR in as good condition as they now are, the usual wear, unavoidable accidents, and other providential means excepted, and that it will not commit or suffer to be committed any waste or nuisance upon the said premises or any part thereof.

VI. ASSIGNMENT

The LESSEE further covenants and agrees that it will not assign this lease, or let or underlet the whole or any part of the said premises without first obtaining the written consent of the LESSOR, provided, however, any merger of LESSEE with any other corporation shall not require such consent.

VII. INDEMNIFICATION

The LESSEE further covenants and agrees that it will indemnify and hold the LESSOR harmless from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the LESSEE, its agents or employees.

VII. LIABILITY FOR REPAIRS AND ALTERATIONS

The LESSEE further covenants with the LESSOR that it will not create any liability against the LESSOR or the demised premises by reason of repairs, alterations, or improvements and LESSEE agrees to promptly pay all bills for labor and material and to keep the demised premises free and clear of all liens and encumbrances.

IX. UTILITIES

The LESSEE further covenants that it shall pay for all water, gas, heat, light, power and telephone service and all other services supplied to its portion of the premises covered by this lease.

X. INSPECTION

The LESSEE covenants and agrees to permit LESSOR or its

agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting and examining the same or to make such alterations or repairs as the LESSOR may deem desirable or necessary.

XI. QUIET ENJOYMENT

The LESSOR further covenants and agrees that the LESSEE, on paying the rent, and on keeping, observing and performing all the other terms, covenants, conditions and provisions and agreements herein contained on the part of the LESSEE to be kept, observed and performed, shall during the said term hereby granted, peaceably and quietly have, hold and enjoy the said premises for the full term of years in this lease and any extensions thereof, subject to the terms, covenants, conditions, provisions and agreements hereof.

XII. ALTERATIONS TO BUILDING

The LESSOR further covenants and agrees with the Lessee that the LESSEE may during the continuance of this lease, improve, remodel, add to or alter the building, but such alterations, additions or improvements must first be assented to in writing by the LESSOR and the plans for such improvements approved by the LESSOR, and all such alterations, improvements, and additions shall be done at the sole cost and expense of the LESSEE. Such improvements, alterations, and additions heretofore made and/or hereinafter made shall become a part of the fee and shall belong to the LESSOR, without compensation to the LESSEE at the expiration of this lease.

XIII. INSURANCE

LESSOR further covenants and agrees to carry such insurance, including fire and extended coverage, as it may desire and deem necessary.

XIV. EVENT OF CASUALTY

It is mutually covenanted and agreed by the parties that if the premises shall be partially damaged by fire or other casualty but not rendered untenable, the same shall be repaired with due diligence by the LESSOR at his expense. If the damage shall be so extensive as to render the premises or any part thereof untenable, the rent shall be proportionately paid up to the time of such damage, and shall from thenceforth cease as to the part rendered untenable until such time as the premises shall be put in good order which LESSOR agrees to do with due diligence. In the event of the total destruction of the premises by fire or other casualty, this lease shall cease and come to an end and the LESSEE shall be liable for rent only up to the time of such destruction.

XV. VIOLATION OF TERMS OF LEASE

If at any time there shall be any default on the part of the LESSEE in the payment of any money due hereunder, or if there shall be any default by the LESSEE in the performance or observance of any of the covenants and agreements herein contained, or if the LESSEE shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of the LESSEE shall be sold on execution or other legal process, the LESSOR may terminate this lease by notifying the LESSEE in writing, re-enter upon the demised premises and take possession thereof. In such event, LESSOR may re-enter upon the leased premises, have possession thereof, re-let the same for the remainder of said term for the highest rent obtainable, sue for and collect any and all amounts of money for the payment of which LESSEE shall then be in default, and thenceforth this lease shall be void to all intents and purposes; or the LESSOR may re-enter upon said premises, have possession thereof, re-let the same for the remainder of said term for the highest

rent obtainable, sue for and recover from the LESSEE any deficiency between the amounts so obtained and the rent herein reserved. The remedies contained in this paragraph shall not however, be deemed to be exclusive of any other remedies, at law or in equity, the LESSOR may have or may be entitled to have upon breach of any of the covenants herein contained.

XVI. WAIVER OF BREACH

It is further mutually covenanted and agreed by the parties that the Waiver by the LESSOR of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant, or condition of any subsequent breach of the same or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this lease other than the failure of LESSEE to pay the particular rent so accepted, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

XVII. HOLDING OVER

It is further mutually covenanted by the parties hereto that any holding over after the expiration of the said term, or any extension or extensions thereof with the consent of LESSOR, shall be construed to be a tenancy from month to month and shall be on the terms and conditions herein specified so far as applicable.

XVIII. MAINTENANCE OF PROPERTY

The LESSOR Covenants and agrees with the LESSEE that he will at his expense and cost keep in repair the roof of the building, and the exterior masonry walls, excluding wall paint and glass breakage of the building. All other maintenance,

repairs, and alterations shall be made by the LESSEE at its sole cost and expense.

XIX. OPTION TO RENEW

LESSEE SHALL HAVE AN OPTION TO RENEW THIS LEASE for a period of two (2) years from April 1, 1979, to March 31, 1981, on the same terms and conditions as contained in this lease, EXCEPT that the LESSEE shall pay as additional rent, its proportionate share on a square footage basis, of the amount by which the Ad Valorem taxes on the entire building exceed \$6,000.00, and by the amount by which the insurance premium on the said building exceeds \$1,800.00.

LESSEE shall have an additional option to renew this lease for an additional two (2) year term from April 1, 1981, to March 31, 1983 on the same terms and conditions as contained in this lease, EXCEPT that the amount of the rent to be paid during the said two-year term shall be negotiated by the parties at the time the option is exercised, .

LESSEE shall exercise its option to renew this lease by giving the LESSOR at least 120 days written notice prior to the expiration of the original term or any and all extensions thereof of its intention to exercise such option and renew this lease as herein provided.

XX. CONDEMNATION

In the event that the herein demised premises, or any portion thereof, as will materially and adversely affect the business carried on by LESSEE upon the demised premises, shall be condemned by any Federal, State, Municipal, or public authority or body, individual or corporate, authorized under any law, with the power of eminent domain, and by reason thereof the premises, or any part thereof, are taken by such government or other duly constituted authority pursuant to such condemnation, this lease, notwithstanding other provisions herein contained to the contrary shall thereupon terminate, and all further rights and/or

obligations of either party hereto shall thereupon cease.

LESSEE shall have no right to receive from LESSOR any compensation or any part thereof which LESSOR shall have or may receive pursuant to such condemnation proceedings.

It is agreed between the LESSOR and LESSEE that each of the parties hereto waives any and all right of recovery against the other for any loss or damage occurring to the demised premises or any part thereof or to any personal property from any insured peril to the extent of all valid and collectible insurance, whether or not such loss or damage was caused by the negligence of such other party, its agents, servants, or employees; and proper Waiver of Subrogation shall be provided in the insurance policies covering the loss or damage by such insured peril.

XXI. BINDING ON HEIRS

This lease and all of its terms and conditions shall be binding upon the parties hereto and their heirs, devisees, legal representatives, successors and assigns.

IN WITNESS WHEREOF: the parties hereto have caused this lease to be executed in duplicate on the day and year first above written.

M. J. Edwards, Jr., - LESSOR

CECO, INC.

By _____

LESSEE

ATTEST:

Secretary



OFFICE OF SECRETARY OF STATE
ELWILL M. SHANAHAN • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, ELWILL M. SHANAHAN, Secretary of State of the State of Kansas, do hereby
certify that the following and hereto attached is a true copy of

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

PRECISION EQUIPMENT LEASING, INC.

CHANGING THE NAME

TO

CECO, INC.

FILED: June 19, 1968

the original of which is now on file and a matter of record in this office.

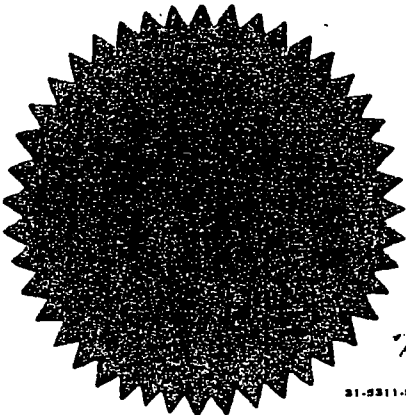
IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this Nineteenth day of

June A. D. 1968

Elwill M. Shanahan
SECRETARY OF STATE



STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
9:30 9:30 A.M.

JUN 21 1968

12880

NO. RUFUS E. DEERING
REGISTER OF DEEDS

Pearl B. Kilbuck
Deputy

Original Compared
With Record

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
OF

PRECISION EQUIPMENT LEASING, INC.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

We, M. J. Edwards, Jr., President, and V. Lee Garrett, Secretary, of Precision Equipment Leasing, Inc., a corporation organized and existing under the laws of the State of Kansas, and whose registered office is 707 Beacon Building, Wichita, Sedgwick County, Kansas, do hereby certify that at the special meeting of the Board of Directors of said corporation held on the 10th day of May, 1968, said board adopted a resolution setting forth the following amendment to the Articles of Incorporation and declared its advisability, to-wit:

BE IT RESOLVED: By the Board of Directors of Precision Equipment Leasing, Inc., that it is advisable to amend ARTICLE FIRST of the Articles of Incorporation to read as follows:

ARTICLE FIRST: The name of this Corporation is Ecco, Inc.

BE IT FURTHER RESOLVED: By the Board of Directors of Precision Equipment Leasing, Inc., that it is advisable to amend ARTICLE FIFTH of the Articles of Incorporation to read as follows:

ARTICLE FIFTH: This Corporation is organized FOR profit and the nature of its business is:

- (a). To manufacture, buy, sell, deal in, and to engage in, conduct, and carry on the business of manufacturing, buying, selling, and dealing in, goods, wares, and merchandise of every class, type, kind, and description.
- (b). To equip, maintain, and operate a general machine shop and foundry; to do repairing, welding, brazing, moulding, castings, pattern making and metal stamping and cutting.
- (c). To manufacture machinery, tools, parts of machinery, and similar articles of commerce from iron, steel, other metals, wood, and similar materials, and construct, weld, and repair, and erect the same; to conduct, manage,

- (c). and control the business of making and selling tools, and special parts, and to engage in the general manufacturing business.
- (d). To engage in designing, producing, manufacturing, and selling die casting molds, die casting dies, permanent molds, and tooling.
- (e). To engage in the business of blanking, drawing, forming, punching, shearing, and tooling sheet metal of all kinds and types, and fabrication and installation of all types of metal and metal products.
- (f). To undertake, conduct, assist, promote, and engage in research and developmental work in connection with such manufacture, distribution, and sale.
- (g). To engage in the business of buying, selling, owning, renting, leasing, trading and dealing in, manufacturing, and assembling precision manufacturing equipment, tools, machinery, appliances, and devices of every kind, type and nature, at retail and wholesale.
- (h). To do all and every thing necessary, proper and incidental for the accomplishment of any of the objects or the furtherance of any of the powers herein set forth, either alone or in association with other corporations, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business, or powers, or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation was organized.

That thereafter, pursuant to said resolution and in accordance with the By-Laws and the laws of the State of Kansas, said Directors called a meeting of the stockholders for the consideration of said amendment, and thereafter, pursuant to said notice and in accordance with the statutes of the State of Kansas, on the 25th day of May, 1968, said stockholders met and convened and considered said proposed amendment.

That at said meeting the stockholders entitled to vote did vote upon said amendment, and two judges duly appointed for the purpose

conducted said vote deciding upon the qualifications of voters and declared that the majority of voting stockholders of the corporation had voted for the proposed amendment certifying that the votes were 1550 shares in favor of the proposed amendment and None shares against the amendment.

That said amendment was duly adopted in accordance with the provisions of Chapter 17, Article 42, K.S.A. of 1961, and amendments thereto.

That the capital of said corporation will not reduced under or by reason of said amendment.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of said Corporation, this 14 day of June, 1968.

M. J. Edwards, Jr.
M. J. Edwards, Jr., President

V. Lee Garrett
V. Lee Garrett, Secretary

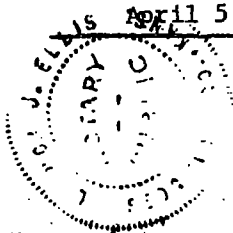
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Be It Remembered, that before me Eleanor J. Ellis, a Notary Public in and for the County and State aforesaid, came M. J. Edwards, Jr., President and V. Lee Garrett, Secretary, of Precision Equipment Leasing, Inc., a corporation, personally known to me to be the persons who executed the foregoing instrument of writing as President and Secretary respectively, and duly acknowledged the execution of the same this 14 day of June, 1968.

Eleanor J. Ellis
Notary Public,
Eleanor J. Ellis

My commission expires:

April 5, 1970



MISC BOOK 622 PAGE 603

OFFICE OF THE SECRETARY OF STATE

Topeka, Kansas, _____, 1968
June 1968

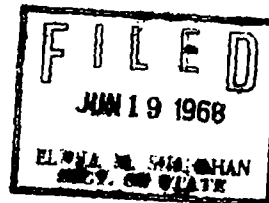
Received of _____

_____ DOLLARS,

fee for ~~paying the within Amendment.~~

Elwill M. Shanahan
Secretary of State

by Hart Workman
Assistant Secretary of State





PAUL R. SHANAHAN • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, PAUL R. SHANAHAN, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

ARTICLES OF INCORPORATION

OF

PRECISION EQUIPMENT LEASING, INC.

FILED:

FEBRUARY 5, 1957

Original Compared
With Record

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
3:30 P.M.
FEB 12 1957

NO. 4287
RUFUS E. DEERING
REGISTER OF DEEDS

R. E. Deering

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this fifth day of

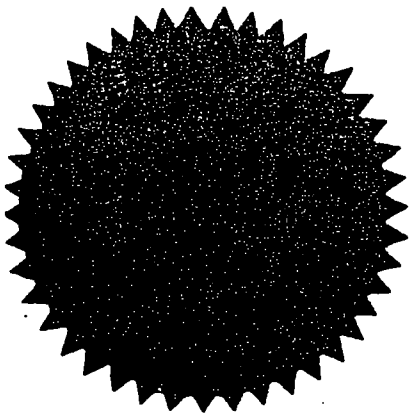
February A. D. 19 fifty-seven.

Paul R. Shanahan

SECRETARY OF STATE

By

ASSISTANT SECRETARY OF STATE



Articles of Incorporation

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation
FOR profit under the laws of the State of Kansas.

FIRST: The Name of the Corporation is Precision Equipment Leasing, Inc.

SECOND: The Location of its Principal Place of Business in this state is 314 Central Bldg.,
Wichita, Kansas

THIRD: The Location of its Registered Office in this State is
314 Central Building Wichita 2, Sedgwick
(Number) (Street) (Town or City) (County)

FOURTH: The Name and Address of its Resident Agent in this State is
Lee Garrett, 314 Central Building, Wichita 2, Kansas
(Individual or Corporation)
314 Central Building Wichita 2, Sedgwick
(Number) (Street) (Town or City) (County)

FIFTH: This Corporation is organized FOR profit and the nature of its business is: To engage
in the business of buying, selling, owning, renting, leasing, trading
and dealing in, manufacturing, and assembling precision manufacturing
equipment, tools, machinery, appliances, and devices of every kind, type
and nature, at retail and wholesale.

To do all and every thing necessary, proper and incidental for the
accomplishment of any of the objects or the furtherance of any of the
powers herein set forth, either alone or in association with other
corporations, firms, or individuals, and to do every other act or acts,
thing or things, incidental or appurtenant to or growing out of or connected
with the aforesaid business, or powers, or any part or parts thereof,
provided the same be not inconsistent with the laws under which this
corporation was organized.

SIXTH: The total amount of capital of this corporation is \$100,000 and the total number of shares into which it is divided is as follows: (Describe fully the class or classes of stock and the value of each.)

10,000 shares of Common stock, class par value of \$10 dollars each
shares of stock, class par value of dollars each
shares of stock, class without nominal or par value and consid-
eration therefor \$
shares of stock, class without nominal or par value and consid-
eration therefor \$

Statement of all or any of the designations and the powers, preferences and rights and the qualifications, limitations or restrictions thereof, in respect to any class ~~There is hereby reserved to the~~

~~Corporation and to the other existing holders of common stock, in proportion to their common stock ownership, the right for a period of (30) days, to purchase and acquire for the same sum, and on the same terms as any bona fide offer from a non-stockholder, the stock of a selling stockholder before sale to a non-stockholder.~~

~~There is hereby reserved to the corporation and to other existing holders of common stock, in proportion to their common stock ownership, the absolute right to purchase from the estate of any deceased stockholder or his heirs all of the shares of common stock owned by such deceased stockholder at the book value of that stock on the date of the death of said deceased stockholder, and no administrator, executor, personal representative, purchaser or assign will have any right to vote at a stockholder's meeting or to exercise any other right of ownership until the stock has been offered for sale to the remaining stockholders as set out above and the remaining stockholders have refused in writing to purchase said stock as set out above; provided, however, that in the event of the administrator, executor, personal representative, heir or assign of any deceased stockholder offers in writing the stock for sale as set out above to each of the remaining stockholders and to the Corporation, and no acceptance is made within thirty (30) days, then this limitation for the transfer of the stock shall have no further effect.~~

Statement of Grant of Authority, as may be desired to be given to the Board of Directors, if given.

~~It is necessary for a person to be a stockholder of the Corporation in order to be elected to the board of directors.~~

~~The authority and power given the board of directors shall be in accordance with the statutes of the state of Kansas.~~

SEVENTH: The Amount of Capital with which this Corporation will commence business is

Thirty thousand dollars (\$30,000) Dollars
(Not Less Than One Thousand Dollars (\$1,000))

EIGHTH: The Names and Places of Residence (P. O. Address) of each of the INCORPORATORS:

M. J. Edwards, Jr.	38 Stratford Road	Wichita, Kansas
Chester F. Farrow	Central Building	Wichita, Kansas
Solon E. Burgess		Wichita, Kansas
Lee Garrett	Central Building	Wichita, Kansas

EIGHTH: The Names and places of residence

M. J. Edwards, Jr.

38 Stratford Road
Central Building

Wichita, Kansas

NINTH: The Term for which this Corporation is to exist is ONE HUNDRED YEARS.

TENTH: The Number of Directors shall be not less than 3 nor more than 9.

In Testimony Whereof, We have hereunto subscribed our names this 4th day of

February, A. D. 1957

M. J. Edwards, Jr.

Chester F. Farrow

Solon E. Burgess

Lee Garrett

STATE OF KANSAS,

COUNTY OF Sedgwick

ss.

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas,
the above-named M. J. Edwards, Jr.

Chester F. Farrow

Solon E. Burgess

Lee Garrett

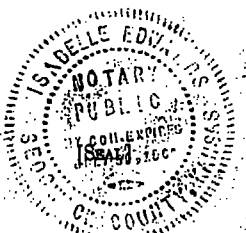
who are personally known to me to be the same persons who executed the foregoing instrument of writing, and
duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto subscribed my
name and affixed my official seal, this 4th day of

February, A. D. 1957

Isabelle Edwards
Notary Public.

My commission expires January 30, 1960



OFFICE OF SECRETARY OF STATE

RECEIVED OF PRECISION EQUIPMENT LEASING, INC.

and deposited in the State Treasury, fees on these Articles of Incorporation as follows:

<u>February 5</u>	<u>57</u>	Application fee	\$25.00
<u>19</u>		Filing and Recording Fee.....	\$ 2.50
		Capitalization Fee	\$100.00

PAUL R. SHANAHAN

Secretary of State.

By EDWARD B. CONVERSE

Assistant Secretary of State.

F I L E D

PAUL R. SHANAHAN

FEB 5 10 38 AM 1957

SECRETARY OF STATE



886N

Form No. 201 C

ST FILE 913

C
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P
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ARTICLES OF INCORPORATION

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation FOR profit under the laws of the State of Kansas.

FIRST: The Name of The Corporation is PRECISION EQUIPMENT LEASING, INC.

SECOND: The Location of its Principal Place of Business in this state is 314 Central Building, Wichita, Kansas.

THIRD: The Location of its Registered Office in this State is 314 Central Building, Wichita 2, Sedgwick County, Kansas.

FOURTH: The Name and Address of its Resident Agent in this State is Lee Garrett, 314 Central Building, Wichita 2, Kansas,

FIFTH: The Corporation is organized FOR profit and the nature of its business is:

To engage in the business of buying, selling, owning, renting, leasing, trading and dealing in, manufacturing, and assembling precision manufacturing equipment, tools, machinery, appliances, and devices of every kind, type and nature, at retail and wholesale.

To do all and every thing necessary, proper and incidental for the accomplishment of any of the objects or the furtherance of any of the powers herein set forth, either alone or in association with other corporations, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business, or powers, or any part or parts thereof, provided the same be not inconsistent with the laws under which this corporation was organized.

SIXTH: The total amount of capital of this corporation is \$100,000.00 and the total number of shares into which it is divided is as follows:

10,000 Shares of Common Stock of the par value of \$10.00 each.

Statement of all or any of the designations and the powers, preferences and rights and the qualifications, limitations, or restrictions thereof, in respect to any class:

There is hereby reserved to the Corporation and to the other existing holders of common stock, in proportion to their common stock ownership, the right for a period of (30) days, to purchase

and acquire for the same sum, and on the same terms as any bona fide offer from a non-stockholder, the stock of a selling stockholder before sale to a non-stockholder.

There is hereby reserved to the corporation and to other existing holders of common stock, in proportion to their common stock ownership, the absolute right to purchase from the estate of any deceased stockholder or his heirs all of the shares of common stock owned by such deceased stockholder at the book value of that stock on the date of the death of said deceased stockholder, and no administrator, executor, personal representative, purchaser or assign will have any right to vote at a stockholder's meeting or to exercise any other right of ownership until the stock has been offered for sale to the remaining stockholders as set out above and the remaining stockholders have refused in writing to purchase said stock as set out above; provided, however, that in the event of the administrator, executor, personal representative, heir or assign of any deceased stockholder offers in writing the stock for sale as set out above to each of the remaining stockholders and to the Corporation, and no acceptance is made within thirty (30) days, then this limitation for the transfer of the stock shall have no further effect.

State of Grant of Authority, as may be desired to be given to the Board of Directors, if given:

It is necessary for a person to be a stockholder of the Corporation in order to be elected to the Board of Directors.

The authority and power given the Board of Directors shall be in accordance with the statutes of the State of Kansas.

SEVENTH: The Amount of Capital with which this Corporation will commence business is THIRTY THOUSAND DOLLARS (\$30,000.00).

EIGHTH: The Names and Places of Residence (P. O. Address) of each of the INCORPORATORS:

CALL AND WAIVER OF NOTICE OF FIRST
MEETING OF INCORPORATORS AND
SUBSCRIBERS TO THE CAPITAL STOCK

We, the undersigned, being all of the incorporators and subscribers to the capital stock of Precision Equipment Leasing, Inc., entitled to notice of said meeting, do hereby call the first meeting of the incorporators and subscribers to the capital stock to be held at Wichita, Kansas at 38 Stratford Road, at 8:00 o'clock P. M., on the 12th day of February, 1957, for the purpose of organizing the corporation, the election of Directors and the transaction of such other business as may properly come before the meeting. We do hereby waive the requirements as to notice of such meeting and consent to such organization, election of Directors and other business as may come before the meeting.

Dated this 12th day of February at Wichita, Kansas. 1957 7

M. J. Edwards, Jr.
M. J. Edwards, Jr.

Solon E. Burgess
Solon E. Burgess

Chester F. Farrow
Chester F. Farrow

Lee Garrett
Lee Garrett

M. J. Edwards, Sr.
M. J. Edwards, Sr.

MINUTES OF FIRST MEETING OF INCORPORATORS
AND SUBSCRIBERS TO THE CAPITAL STOCK OF
PRECISION EQUIPMENT LEASING, INC.

The first meeting of the incorporators and subscribers to the capital stock of Precision Equipment Leasing, Inc., was held at 38 Stratford Road, Wichita, Kansas, on the 12th day of February, 1957, at 8:00 o'clock P. M., pursuant to a written call and waiver of notice signed by all the incorporators and subscribers to the capital stock, fixing the time and place of said meeting.

The following incorporators and subscribers to the capital stock and other persons were present:

M. J. Edwards, Jr.	Chester F. Farrow
Solon E. Burgess	Lee Garrett
M. J. Edwards, Sr.	B. M. Beaver
James W. Hearn	H. U. Hansbarger

M. J. Edwards, Jr., was chosen temporary Chairman of the meeting and Lee Garrett was selected Secretary of the meeting.

The Secretary presented the call and waiver of notice of the meeting, signed by all of the incorporators and subscribers to the capital stock of the corporation, and it was read, approved, and directed to be made a part of the minutes of the meeting.

The Secretary took charge of the meeting and reported that the Articles of Incorporation were filed with the Secretary of the State of Kansas on the 5th day of February, 1957, and that a copy of the Articles of Incorporation, certified by the Secretary of State of Kansas had been filed in the office of Register of Deeds, Sedgwick County, Kansas, on the 12th day of February, 1957.

The Secretary thereupon informed the persons present that the Treasurer of the Corporation will be required to prepare and file an affidavit with the Register of Deeds, Sedgwick County, Kansas, when the beginning capital of the corporation has been paid in. Be it,

RESOLVED: That the Treasurer is hereby authorized and directed to file with the Register of Deeds, Sedgwick County, Kansas, an affidavit stating that the capital with which the corporation is to commence business has been paid in.

The Secretary then presented a proposed form of By-Laws for the regulation and management of the affairs of the corporation. The proposed forms of By-Laws was read section by section and unanimously adopted, and ordered to be made a part of the permanent records of the corporation and inserted in the minute book immediately following the Articles of Incorporation.

The Secretary then announced that the next order of business to come before the meeting was the determination of the number of Directors to serve the corporation for its first year.

Upon motion duly made, seconded, and unanimously carried, it was:

RESOLVED: That EIGHT (8) Directors be elected to serve the corporation until its next annual meeting and until their successors are elected and qualify.

Upon motion duly made, seconded, and unanimously carried, the following persons were nominated to serve as Directors of the corporation for the first year and to hold office until their successors are elected and qualified:

M. J. Edwards, Jr.
Solon E. Burgess
M. J. Edwards, Sr.
James W. Hearn

Chester F. Farrow
Lee Garrett
B. M. Beaver
H. U. Hensbarger

No other nominations were made, a ballot was taken, and all of the incorporators and subscribers to the capital stock having voted, and the ballots having been duly canvassed, the Chairman announced that the above named persons were duly elected Directors of the corporation by an unanimous vote.

Upon motion duly made, seconded, and unanimously carried, it was:

RESOLVED: That all deeds acts, and things done by the incorporators in making application for and procuring the Articles of Incorporation, be and the same are hereby approved and ratified.

There being no further business to come before the meeting, the same was, upon motion duly made, seconded, and unanimously carried, adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr.

Chester F. Farrow
Chester F. Farrow

Solon E. Burgess
Solon E. Burgess

Lee Garrett
Lee Garrett

M. J. Edwards, Sr.
M. J. Edwards, Sr.

OATH AND ACCEPTANCE OF OFFICE BY DIRECTORS
OF PRECISION EQUIPMENT LEASING, INC.

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

We, the undersigned, after having been duly elected as Directors of Precision Equipment Leasing, Inc., for the year beginning February 12, 1957 and expiring February 15, 1957, do solemnly swear that we will support the Constitution of the United States and the State of Kansas and will faithfully administer the duties as Directors of Precision Equipment Leasing, Inc., a corporation organized under the laws of the State of Kansas. SO HELP US GOD.

M. J. Edwards, Jr.
M. J. Edwards, Jr.

Solon E. Burgess
Solon E. Burgess

M. J. Edwards, Sr.
M. J. Edwards, Sr.

James W. Hearn
James W. Hearn

Chester F. Farrow
Chester F. Farrow

Lee Garrett
Lee Garrett

B. M. Beaver
B. M. Beaver

H. U. Hansoarger
H. U. Hansoarger

Subscribed and sworn to before me this 12th day of
February, 1957.

Notary Public
Notary Public

My commission expires:

CALL AND WAIVER OF NOTICE OF
FIRST MEETING OF BOARD OF DIRECTORS
OF PRECISION EQUIPMENT LEASING, INC.

We, the undersigned, being all the Directors of Precision Equipment Leasing, Inc., do hereby call the first meeting of the Board of Directors of said corporation, to be held at 38 Stratford Road, Wichita, Kansas, on the 12th day of February, 1957, at 9:00 o'clock P. M. We hereby waive all statutory and By-Law requirements as to notice of the time, place and objects of said meeting and consent to the election of officers and the transaction of such business as may come before the meeting.

Dated this 12th day of February, 1957.

M. J. Edwards, Jr.
M. J. Edwards, Jr.

Solon E. Burgess
Solon E. Burgess

M. J. Edwards, Sr.
M. J. Edwards, Sr.

James W. Hearn
James W. Hearn

Chester F. Farrow
Chester F. Farrow

Lee Garrett
Lee Garrett

B. M. Beaver
B. M. Beaver

H. U. Hansbarger
H. U. Hansbarger

MINUTES OF THE FIRST MEETING OF
BOARD OF DIRECTORS OF
PRECISION EQUIPMENT LEASING, INC.

The first meeting of the Board of Directors of Precision Equipment Leasing, Inc., was held at 38 Stratford Road, Wichita, Kansas, on the 12th day of February, 1957, at 9:00 o'clock P. M.

The following Directors were present:

M. J. Edwards, Jr.	Chester F. Farrow
Solon E. Burgess	Lee Garrett
M. J. Edwards, Sr.	B. M. Beaver
James W. Hearn	E. U. Hansbarger

M. J. Edwards, Jr., was chosen as temporary Chairman of the meeting and Lee Garrett was chosen temporary Secretary of the meeting.

The Secretary presented and read the call and waiver of notice of the meeting signed by all the Directors, and the notice was approved and ordered attached to and made a part of the minutes of this meeting.

The minutes of the first meeting of the incorporators and subscribers to the common capital stock of the corporation, showing the election of the above named persons as Directors, were read and approved.

The temporary Chairman announced that the first order of business to come before the meeting was the election of permanent officers to serve the corporation for the first year and until the next annual meeting.

Solon E. Burgess was nominated for the office of President. There were no other nominations, and Solon E. Burgess was declared the duly elected President of the corporation, to serve until the next annual meeting, and until his successor is elected and qualifies.

James W. Hearn was nominated for the office of Vice President. There were no other nominations, and James W. Hearn was declared the duly elected Vice President of the corporation, to serve until the next annual meeting, and until his successor is elected and qualifies.

M. J. Edwards, Sr., was nominated for the office of Treasurer. There were no other nominations, and M. J. Edwards, Sr. was declared the duly elected Treasurer of the corporation, to serve until the next annual meeting, and until his successor is elected and qualifies.

Lee Garrett was nominated for the office of Secretary. There were no other nominations, and Lee Garrett was declared the duly elected Secretary of the corporation, to serve until the next annual meeting, and until his successor is elected and qualifies.

M. J. Edwards, Sr., was nominated for the office of Assistant Secretary. There were no other nominations, and M. J. Edwards, Sr., was declared the duly elected Assistant Secretary of the corporation, to serve until the next annual meeting, and until his successor is elected and qualifies.

The permanent officers having been duly sworn took charge of the meeting.

Thereupon the Treasurer was called upon to give a bond, in accordance with the By-Laws and the laws of the State of Kansas in the amount of \$100.00 with one surety. The bond was approved as to form and sufficiency by the Directors present.

Thereupon, there was presented to the meeting a corporate seal, which had been heretofore prepared, and upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED: That the corporate seal presented to the meeting an impression of which is shown on the margin of the By-Laws and an impression of which shall be shown on the margin of the minutes of this meeting, be and the same is hereby adopted as the official seal of the corporation.

Thereupon, a code of By-Laws which were previously prepared and approved by the stockholder, was submitted to the meeting, and read section by section, and upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLVED: That the By-Laws as adopted by the incorporators of Precision Equipment Leasing, Inc., and as submitted and read to this meeting, are hereby approved, ratified and adopted by this Board of Directors as the By-Laws of the

corporation. The President and Secretary of the corporation are hereby instructed to sign the By-Laws as the By-Laws of the corporation and the Secretary is hereby instructed to cause the same to be inserted and kept in the minute book of the corporation.

Thereupon, the Secretary presented a form of stock certificate, which after inspection, was approved by the Directors and the Secretary was instructed to spread the stock certificate form upon the pages of the minute book immediately following the records of this meeting.

The Chairman thereupon presented the following stock subscriptions:

M. J. Edwards, Jr.	700 Shares
Solon E. Burgess	550 Shares
Chester Farrow	750 Shares
V. L. Garrett	500 Shares
M. J. Edwards, Sr.	600 Shares

The stock subscriptions were approved and the officers were directed to issue the common capital stock of the corporation to the above named persons in the amount set opposite their names.

Upon motion duly made, seconded, and unanimously carried, the Treasurer was directed to open a bank account for the corporation with the Fourth National Bank of Wichita, Kansas and the following resolution required by the bank, was passed:

RESOLVED: That THE FOURTH NATIONAL BANK IN WICHITA, Wichita, Kansas, be and hereby is designated as a depository for funds of this Corporation in an account entitled Precision Equipment Leasing, Inc.

BE IT FURTHER RESOLVED: That any two of the following officers or designated agents of this Corporation, to wit:

Solon E. Burgess, President
M. J. Edwards, Sr., Treasurer

are hereby authorized to sign and/or countersign on behalf of this Corporation, all checks, drafts, bills of exchange, or other orders for the payment of money, when drawn on or addressed to The Fourth National Bank in Wichita, whether same be payable

to the order of, or in favor of the officers or persons signing or countersigning them, or to any of said officers or persons in his individual capacity, or otherwise; and whether same be deposited to the individual credit of the officer or person signing or countersigning, to the individual credit of any of the other officers or persons, or otherwise.

BE IT FURTHER RESOLVED: That endorsements on behalf of this Corporation upon any and all checks, drafts or other instruments for the payment of money deposited by or on behalf of this corporation in said account, for credit and/or for collection, may be made by any of the above-mentioned officers or agents or by a hand-stamped impression in the name of this Corporation.

BE IT FURTHER RESOLVED: That checks, drafts or other instruments for the payment of money drawn to the order of this corporation shall, when properly endorsed, be accepted by said bank for deposit only to the credit of this Corporation.

BE IT FURTHER RESOLVED: That the foregoing powers and authority are to continue until written notice of revocation has been given to said bank by this Corporation.

Upon motion duly made, seconded, and unanimously carried, it was:

RESOLVED: That the officers of this corporation be and they are hereby authorized and directed to proceed with the management of this corporation.

BE IT FURTHER RESOLVED: That the Treasurer is authorized and instructed to purchase such record books, books of account, stationery and other supplies as may be necessary and proper for administering and conducting the affairs of the corporation.

BE IT FURTHER RESOLVED: That the Treasurer is instructed and authorized to pay all expenses, properly incurred for the organization of this corporation.

There being no further business to come before the meeting, the same was, upon motion duly made, seconded, and unanimously carried, adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr.

Chester F. Farrow
Chester F. Farrow

Solon E. Burgess
Solon E. Burgess

Lee Garrett
Lee Garrett

M. J. Edwards, Sr.
M. J. Edwards, Sr.

B. M. Beaver
B. M. Beaver

James W. Hearn
James W. Hearn

H. U. Hansbarger
H. U. Hansbarger

BEFORE THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

IN THE MATTER OF:)	KDHE Case No. 04 E 0054
Pollution at CECO, Inc.)	OAH Case No. 05 HE 161HAZW
4125 West Pawnee)	
Wichita, Kansas)	
)	
Proceeding under Section 122(g)(4))	
of CERCLA, 42 U.S.C. § 9622(g)(4))	
_____)	

SETTLEMENT AGREEMENT AND FINAL ORDER

1. **Jurisdiction/Parties Bound.**
 - a. The Secretary of the KDHE (Secretary) has authority pursuant to K.S.A. 65-3453(a)(1) to determine that the clean-up of a site is necessary to protect the public health on the environment.
 - b. The Secretary has general authority and responsibility to protect the waters and soils of the State under the authority of K.S.A. 65-161, et seq.
 - c. The Secretary has authority pursuant to K.S.A. 65-164(d) to order a person who has been or is polluting the waters of the State to treat the sewage or other polluting material to prevent the future pollution of waters of the State.
 - d. The Secretary has the authority pursuant to K.S.A. 65-159 to order the removal of a nuisance.
 - e. The Secretary has authority pursuant to K.S.A. 65-3453(a)(3) to issue clean-up orders to persons responsible for the health or environmental hazard created by a hazardous substance pursuant to K.S.A. 65-3453(b).
 - f. K.S.A. 65-3453(a)(4) authorizes KDHE to recover monies from persons responsible for the health or environmental hazard created by the hazardous substance.
 - g. The Secretary has authority pursuant to K.S.A. 65-3453 and K.S.A. 65-170b to enter onto property at reasonable times and upon written notice to the owner of the property or occupant of the property to gather data, conduct investigations or take remedial actions when deemed necessary to protect the public health or environment.

- h. CECO, Inc., and The Maurice J. Edwards, Jr. Generation Skipping Trust (Settlors) are parties and respondents to an order from the Secretary concerning the "CECO Site" located near the intersection of K-42 and West Street in Wichita, Kansas, dated November 24, 2004, issued in the above-captioned matter.

2. **Purpose.** The purpose of this Settlement Agreement and Final Order is to reach a final settlement with Settlers which: (a) resolves Settlers' potential civil liability to the State of Kansas for payment of response costs and for performance of clean up at the "CECO Site" at 4125 West Pawnee, Wichita, Kansas; and b) protects Settlers from any lawsuits seeking recovery of Site clean-up costs.

3. **Statement of Facts.**

- a. CECO, Inc., is a Kansas corporation and service may be had upon its resident agent, M. J. Edwards III at 14612 Killarney Circle, Wichita, Kansas 67230.
- b. The Maurice J. Edwards, Jr. Generation Skipping Trust may be served by serving Maurice J. Edwards III at 14612 Killarney Circle, Wichita, Kansas 67230.
- c. CECO, Inc., operates at 4125 West Pawnee in Wichita, Sedgwick County, Kansas.
- d. The Maurice J. Edwards, Jr. Generation Skipping Trust is the owner of the real property located at 4105 West Pawnee, 4125 West Pawnee, and 4129 West Pawnee, all in Wichita, Sedgwick County, Kansas. Settlers have advised KDHE that the building at 4129 West Pawnee is owned and was constructed by CECO, Inc., but CECO, Inc., has never occupied the building and that the buildings at 4105 and 4129 have always been leased to third parties.
- e. CECO, Inc., was formed on February 5, 1957, as Precision Equipment Leasing, Inc. Its business was the acquisition and leasing of manufacturing equipment. On June 19, 1968, Precision Equipment Leasing, Inc., changed its name to CECO, Inc. CECO, Inc., first occupied the property at 4125 West Pawnee in 1977 under lease from the Trust. CECO has never possessed a license to handle radioactive substances. Settlers have advised KDHE of the following: CECO, Inc. has never occupied or operated the properties at 4105 or 4129 West Pawnee; CECO has never used or possessed, and does not currently use or possess chlorinated solvents in its operations; CECO has never used or possessed, and does not use or possess radioactive substances in its operations.
- f. The "CECO Site" (Site) is located in southwest Wichita in central Sedgwick County, Kansas. The Site property currently consists of the CECO, Inc., facility at 4125 West Pawnee and surrounding property at 4105 and 4129 and is bounded by Kansas Highway K-42 to the south, West Street to the east, and Pawnee Street to the north.

The Site is described by the approximate geographical area illustrated on the Site Map attached hereto as Exhibit 1 and all associated areas of contamination. CECO, Inc., is located at 4125 West Pawnee in Wichita, Kansas. The CECO, Inc., facility occupies an area of approximately 11,600 square feet of leased space at that address.

- g. In November 1993, the Site was identified as a result of an environmental assessment at a former Mack Truck maintenance facility. Elevated levels of volatile organic compounds (VOCs) were found in the groundwater. The Mack Truck facility is located downgradient of the CECO facility.
- h. In November 1994, KDHE conducted an integrated Preliminary Assessment/ Screening Site Inspection (PA/SSI) that confirmed the source area to be near the intersection of K-42 and West Street which, due to the proximity of CECO, Inc., has been referred to as the "CECO Site" or the "K-42 and West Site." VOCs were found in the groundwater at concentrations above the federal Maximum Contamination Levels (MCLs) established by the U.S. Environmental Protection Agency for those substances in drinking water, including 1,1,1-trichloroethane (1,1,1-TCA) at 4,230 micrograms per liter ($\mu\text{g/L}$) (MCL 200 $\mu\text{g/L}$); trichloroethylene (TCE) at 169 $\mu\text{g/L}$ (MCL 5 $\mu\text{g/L}$); 1,2-dichloroethane (1,2-DCA) at 12.4 $\mu\text{g/L}$ (MCL 5 $\mu\text{g/L}$); cis-1,2-dichloroethylene (cis-1,2-DCE) at 207 $\mu\text{g/L}$ (MCL 70 $\mu\text{g/L}$); 1,1-dichloroethylene (1,1-DCE) at 1,120 $\mu\text{g/L}$ (MCL 7 $\mu\text{g/L}$); 1,1,2-trichloroethane (1,1,2-TCA) at 11.2 $\mu\text{g/L}$ (MCL 5 $\mu\text{g/L}$). Further investigation of the area indicated that the contaminants were in the area downgradient of the CECO facility. No groundwater contamination was found upgradient of the CECO facility.
- i. The contamination of the groundwater and soils associated with the CECO Site is causing or threatens to cause pollution of the waters of the State or is or threatens to become a hazard to persons, public health, or safety.
- j. The environmental contamination identified at the Site is a nuisance within the meaning of K.S.A. 65-159.
- k. The Settlers are each a "person" within the meaning of K.S.A. 65-164, et seq., and K.S.A. 65-3452a, et seq.
- l. The presence of the contaminants identified in the groundwater underlying the Site constitutes "pollution" as defined by K.S.A. 65-171d.
- m. Some of the contaminants identified in the groundwater underlying the State are "hazardous substances" as defined by K.S.A. 65-3452a.
- n. The "CECO Site" or "K-42 and West Street Site" constitutes a "Site" within the meaning of K.S.A. 65-3453.

- o. Settlers have supplied information to KDHE concerning the Site, including corporate histories and property history. In addition, Settlers undertook soil and groundwater investigations through a consultant, Terracon Consultants. Terracon issued a report dated July 13, 2005, which Settlers have supplied to KDHE with regard to the Site. Terracon's report disclosed the presence of certain radioactive substances which are associated with the VOC contamination at the Site.

4. **Determinations.** The Secretary determines that settlement of this matter without adjudication of the issues of fact or law is an appropriate means of resolving the matters at hand.

5. **Certification.** Each Settlor certifies that to the best of its knowledge it: a) has conducted a thorough, good faith search for documents and has fully and accurately disclosed to KDHE all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, if any, which relates in any way to the use of, generation, treatment, transportation, storage or disposal of a hazardous substance at or in connection with the Site; b) has not altered, destroyed or disposed of any records, reports, or information relating to its potential liability at the Site since notification of potential liability by the State of Kansas or the filing of suit against it regarding the Site; and c) has and will continue to fully comply with any and all KDHE requests for information concerning the Site pursuant to applicable state or federal law.

6. **Site Access.** Commencing on the date of lodging of this Settlement Agreement and Final Order, Settlers will provide the State and its representatives, including KDHE and its contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any response activity related to the Site including, but not limited to, the following activities:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to the State;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples; and
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site.

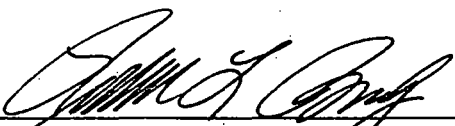
7. **State of Kansas' Covenant Not To Sue.** In consideration of Settlers' agreement to this Settlement Agreement and Final Order, and except as specifically provided in Paragraph 8, the State of Kansas covenants not to sue or take administrative action against Settlers under Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607; K.S.A. 65-3453; K.S.A. 65-3453(a)(1)(3)(4); K.S.A. 65-3453(b); K.S.A. 65-159; K.S.A. 65-161, et seq.; K.S.A. 65-164(d); K.S.A. 65-170b; and K.S.A. 65-6203(b) relating to the Site.

8. **State of Kansas' Reservations of Rights.** The State of Kansas reserves the right to seek additional relief from any Settlor if evidence is discovered indicating that any of the certifications by one or more Settlers set forth herein are inaccurate or incomplete or and such evidence shows such Settlor caused, either purposely or inadvertently, a release which contributed hazardous substances to the Site. The State of Kansas also reserves all rights which it may have as to any matter relating in any way to the Site against any person who is not a party to this Settlement Agreement and Final Order.

9. **Settlers' Covenant Not To Sue.** Settlers covenant not to sue and agree not to assert any claims against the State of Kansas or its contractors or employees with respect to the Site or this Settlement Agreement and Final Order.

10. **Contribution Protection.** KDHE acknowledges that each Settlor is entitled to protection from contribution claims as provided by Sections 113(f)(2) and 122 (g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5) for "matters addressed" in this Settlement Agreement and Final Order. The "matters addressed" in this Settlement Agreement and Final Order are all response actions taken and to be taken and all response costs incurred and to be incurred, in connection with the Site, the State of Kansas or by any person who is a potentially responsible party under CERCLA at the Site, except for those contingencies in Paragraph 8 for which the State of Kansas has reserved its rights.

11. **Effective Date.** This Settlement Agreement and Final Order shall be effective as a final order pursuant to the Kansas Administrative Procedure Act, K.S.A. 77-501, et seq., on the date it is executed by the Secretary.



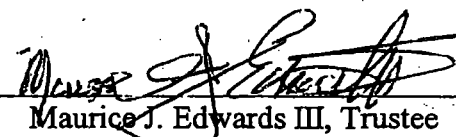
Roderick L. Bremby, Secretary
Kansas Department of Health and Environment

5/1/2006

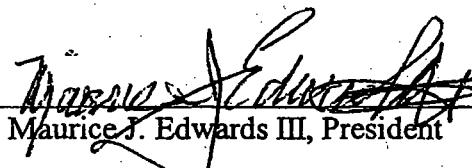
Date

Maurice J. Edwards, Jr. Generation
Skipping Trust

CECO, Inc.

By 

Maurice J. Edwards III, Trustee

By 

Maurice J. Edwards III, President

4-5-06

Date

4-5-06

Date

MINUTES OF REGULAR MEETING OF
DIRECTORS HELD SEPTEMBER 18, 1950

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation in Wichita, Kansas on the 18th day of September 1950, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr. presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The minutes of the special meeting of the Directors held on the 8th day of August, 1950, were read and approved.

Mr. M. J. Edwards, Sr., President, then announced to the members of the Board that he had been advised by Mr. C. H. Morris that a certified copy of the Articles of Incorporation had been filed at the office of Register of Deeds, Sedgwick County, Kansas, on August 16, 1950 and that an affidavit that the capital of the corporation had been paid in was filed at the office of the Register of Deeds on September 8, 1950 and that the corporation was now legally organized and could legally and lawfully transact business.

The President then announced that the corporation has two leases with D. L. Zimmerman, Jr. One lease covers 701 East Gilbert Street, and expires May 15, 1951, and the other lease covers the one story freight dock building and loading yard and this lease expires November 30, 1951. Mr. Edwards further announced that he had discussed either a renewal or new leases with Mr. Zimmerman and that Mr. Zimmerman was willing to execute a new lease for both parcels for a four year term at the same monthly rental.

The President then proceeded to read to the Board a proposed lease which was previously prepared.

Thereupon, the meeting was thrown open to discussion of the matter, and after full discussion and after all suggestions had been received and considered, and upon motion duly made and seconded, it was:

RESOLVED: That this corporation take a lease from D. L. Zimmerman, Jr., of the premises now occupied by this corporation and described as follows:

The one story freight dock building and loading yard, the same being located on the West $117\frac{1}{2}$ ' of Lot 62, 64, 66, 68, 70 and 72 on Santa Fe Avenue in Jones Second Addition to the City of Wichita, Sedgwick County, Kansas, and the ground floor of the building commonly known as 701 East 9th Street, being a one story building approximately 60' x 125'; the First Party, however, reserving a room in the Southwest corner of the Building, approximately 22' square for which the Second Part agrees to furnish utilities, consisting of lights, gas, and water, all in Wichita, Sedgwick County, Kansas.

for a term of four years from October 1, 1950, in accordance with the terms and conditions set forth and contained in the instrument of lease presented to and read at this meeting. That the President be and he is hereby authorized, in behalf of the corporation, to execute and deliver said lease presented at this meeting and a duplicate thereof, and to attach the seal of the corporation thereto.

Mr. M. J. Edwards, Sr., President, thereupon announced to the members of the Board that the employees of the corporation voted for and as a result have requested a new and broader coverage plan of group insurance. As a result of the request by the employees, five insurance companies were contacted and directed to submit group plans and the cost thereof. All companies submitted plans for group insurance which have been carefully examined by the officers and it appears that the plan submitted by Liberty Mutual Insurance Company for hospitalization and weekly benefit payments, and the plans submitted by John Hancock for life and accidental death and dismemberment, provide the broadest and best coverage for the smallest cost.

The President then proceeded to outline the coverage benefits available under the plan submitted by Liberty Mutual and by John Hancock Life Insurance Company. The Liberty Mutual plan provided for weekly benefits for employees in case of sickness or accident; under the plan an established weekly benefit for a maximum number of weeks is available. The plan also provides hospitalization expense benefits under which an insured employee is entitled to so much per day for a maximum number of days for hospital expense needs. The plan provides for special

expense benefits and medical expense benefits.

John Hancock Life Insurance Company will provide life insurance in the amount of \$1000.00 for the employees and \$3000.00 for the officers and three key employees. In addition thereto, the sum of \$1000.00 and \$3000.00 is available for accidental death and in the event of certain types of accidents, there is a double indemnity feature.

The President thereupon announced that in his opinion, it is advisable for the company to pay one-half of the premium charge and for the employees to pay the other half. It is anticipated that the cost to the corporation will be approximately \$300.00 to \$400.00 per year more than the present plan costs.

The meeting was then thrown open to discussion of the matter and after all suggestions had been received and considered, it was, upon motion duly made, seconded and unanimously agreed:

RESOLVED:

WHEREAS, it is deemed advisable by the Board of Directors of this corporation that the group insurance plan now in effect for the benefit of the employees, be cancelled and a new plan providing broader coverage be purchased, and

WHEREAS, Liberty Mutual Insurance Company has proposed a group plan providing the type of weekly benefit and hospital expense benefit coverage, that is deemed advisable, and

WHEREAS, The John Hancock Life Insurance Company has proposed a group plan of life and accidental death coverage at a cost approved by the Board of Directors, and

WHEREAS, It is deemed advisable by the Board of Directors of this corporation that the corporation pay one-half of the premium costs and that the other half be paid by the employees.

THEREFORE, BE IT RESOLVED: That the officers be and they hereby are authorized to direct Liberty Mutual Insurance Company and John Hancock Life Insurance Company to put the group insurance plans, which they have submitted and which have been explained and approved by the Board of Directors, into full force and effect.

RESOLVED FURTHER: That the corporation shall pay one-half of the premium costs of such insurance and that the other half be paid by the individual employees.

Mr. M. J. Edwards, Jr., thereupon took charge of the meeting and announced to the members of the Board that the officers of the corporation believed it advisable to construct a concrete ramp between 701 East 9th Street and from the east property line to the west side of the large door of 701 East 9th Street. The proposed plans are to construct a shelter with a sheet metal roof, and supported by steel, of approximately 30' x 30' in order to comply with the building codes. Mr. Edwards further announced that the space is needed for the construction of large gigs and fixtures, and that the cost of construction will be approximately \$1000.00. Mr. Edwards further announced that he had discussed the construction with the corporation's accountant and had been advised that the cost thereof can be amortized over the balance of the term of the present lease.

The meeting was then thrown open to discussion of the matter and after all suggestions had been received and considered, it was, on motion duly made, seconded, and unanimously agreed;

RESOLVED: That the officers be and they hereby are authorized and directed to take necessary steps for the construction of a concrete ramp extending from the east property line to the west side of the large door of 701 East 9th Street.

There being no further business to come before the meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: October 16, 1950

M. J. Edwards, Jr.
M. J. Edwards, Jr.
James Edwards

Alberta Edwards
Dan E. Buzyn

MINUTES OF THE LAST MEETING OF DIRECTORS
HELD NOVEMBER 20, 1950

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation on the 20th day of November, 1950, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

The President then announced that a quorum being present the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors held on the 15th day of October, 1950 were read and approved.

Thereupon, the meeting was turned over to M. J. Edwards, Jr., General Manager. Mr. Edwards announced to the Board that he had contacted Louisa Hutt from Boston and has had correspondence with her attorney, Edgar B. Benjamin, of Boston. As a result of the conference, he has been advised that Mrs. Hutt will sell the West 117½ Feet of Lot 60, Jones Second Addition to Wichita for the sum of \$1500.00 and in addition she has agreed that the purchase contract can be conditioned upon and subject to the corporation being able to acquire lots 56 and 58 in Jones Second Addition. Mr. Edwards further announced that he deemed it advisable at this time to enter into a contract with Mrs. Hutt for the purchase of the real property and to provide in the contract that it become null and void in the event the corporation is unable to acquire lots 56 and 58. Mr. Edwards further stated that he believed the sum of \$1500.00 was reasonable and a fair price for the property and that he had been unable to get Mrs. Hutt to agree to a lesser amount.

The meeting was then thrown open to discussion and after all suggestions had been received and considered, it was, on motion duly made and seconded, unanimously:

RESOLVED:

WHEREAS, Louisa Hutt, owner of the land immediately adjoining the property of this corporation and described as follows:

The West 117½ Feet of Lot 60,
Jones Second Addition to Wichita,
Sedgwick County, Kansas.

has offered to sell her land to this corporation for the sum of \$1500.00, and

WHEREAS, The Board of Directors deems it advisable that the corporation acquire said land from Louisa Hutt for the price aforementioned,

WHEREFORE, BE IT RESOLVED, that the corporation purchase from Louisa Hutt the aforesaid land, more specifically described as follows:

The West 117½ Feet of Lot 60
Jones Second Addition to Wichita,
Sedgewick County, Kansas.

RESOLVED FURTHER, that the President and Secretary of this corporation are hereby authorized to enter into an agreement in behalf of this corporation with the said Louisa Hutt to purchase the above described property for the sum of \$1500.00, to be paid upon the closing of the title and the delivery of the good and sufficient Warranty Deed conveying a good and marketable title to the premises, free from any and all encumbrances.

RESOLVED FURTHER, that the President and the Secretary of this corporation be and they hereby are authorized to execute all instruments and make all payments necessary to carry the foregoing resolution effect, and to accept all documents duly executed, which are or will be necessary for the transfer and conveyance to this corporation of the aforesaid land.

There being no further business to come before the meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: December 18, 1950

M. J. Edwards, Jr. Albert Edwards
M. J. Edwards, Jr. Don E. Buzen
Gamuel Edwards

MINUTES OF REGULAR MEETING OF DIRECTORS
HELD DECEMBER 18, 1950

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation in Wichita, Kansas, on the 18th day of December, 1950, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess

Mr. M. J. Edwards, Jr., President, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors, held on the 20th day of November, 1950, were read and approved.

Mr. M. J. Edwards, Sr., President, then announced to the meeting that in his opinion the officers of the corporation had done a splendid job during the past year and that their efforts were largely responsible for the increase in business that the company had secured. Mr. Edwards further stated that he thought the Board of Directors should go on record of approving and ratifying the transactions and acts of the officers for the past year.

Upon motion duly made and seconded, it was:

RESOLVED: That the resolutions, acts, and proceedings of the Board of Directors of this corporation, adopted and taken at the meetings of the Board during the past year, as shown by the records in the minute book of the corporation, be and the same hereby are adopted, approved, ratified, and affirmed.

BE IT FURTHER RESOLVED: That all acts of the officers of this corporation in the general conduct of the business during the year ending December 31, 1950, be and they are hereby approved, ratified, and accepted.

Mr. M. J. Edwards, Sr., President, then announced to the Board, that in compliance with the resolution passed at the Di-

rectors meeting on November 20, 1950, a contract for the purchase of the West 117½ Feet of Lot 60 in Jones Second Addition, had been prepared, and properly executed by the corporation, and forwarded to Louisa Hutt in Boston for execution. That prior thereto, he had discussed the matter with Morris and Garrett, attorneys, who made a preliminary investigation and discovered that Louisa Hutt owned the property jointly with her deceased husband, whose estate has never been administered. Therefore, considerable time and expense would be involved in clearing the title. After learning this, Mrs. Hutt withdrew her offer and insisted that she must have \$1500.00 net for the property and therefore refused to sign the contract which had been forwarded her.

The meeting was then thrown open for discussion of the matter and after all suggestions had been received and considered, it was:

RESOLVED:

WHEREAS, a resolution was passed by this Board of Directors on November 20, 1950, authorizing the purchase of the West 117½ Feet of Lot 60 in Jones Second Addition from Louisa Hutt, and

WHEREAS, the said Louisa Hutt has changed her mind and requires the sum of \$1500.00 net to herself for said property, and

WHEREAS, it is the opinion of this Board of Directors that too much time and expense would be involved in clearing the title and that the price demanded by the seller is unreasonable.

BE IT RESOLVED, that the authority given to the President and Secretary by the resolution passed by the Board of Directors at the regular meeting held on the 20th day of November, 1950, authorizing and directing them to purchase, from Louisa Hutt, the West 117½ Feet of Lot 60 in Jones Second Addition, be and the same is hereby revoked and the resolution aforementioned is hereby cancelled, annulled, and set aside.

The meeting was turned over to Mr. L. J. Edwards, Jr., General Manager, who announced to the Board that he had had several conferences with Francis Abraham, who owns lots 1 and 3 on Heade Avenue in Stover's Addition to Wichita, Kansas. Mr. Abraham is willing to sell to the corporation the West 72 Feet of Lot 1 and 3. Mr. Edwards further announced that this strip of land was inadequate, however, if Lots 5 and 7 could be purchased, they together with the West 72 Feet of Lots 1 and 3 would be sufficient

and the 72 Feet could permit an entrance to the plant from the street. Mr. Edwards further stated that he had checked the records with the Register of Deeds office and Lots 5 and 7 on Meade Avenue in Stover's Addition were listed as owned by a man named Ivan E. Jackson, who resides in Oklahoma.

The meeting was then thrown open to discussion and after full discussion of the matter and after all suggestions had been received and considered, it was, upon motion duly made and seconded:

RESOLVED:

WHEREAS, this corporation is considering a policy of expansion and requires additional land for that purpose, and

WHEREAS, Francis Abraham, is the owner of Lots 1 and 3 on Meade Avenue in Stover's Addition to Wichita, Kansas and is willing to sell to the corporation, the West 72 Feet thereof, for the sum of \$2200.00, and

WHEREAS, The Board of Directors deems it advisable that the corporation acquire said land from Francis Abraham, if Lots 5 and 7 on Meade Avenue in Stover's Addition can be purchased for a reasonable price.

THEREFORE BE IT RESOLVED: That the President and General Manager are hereby authorized to enter into an agreement, in behalf of this corporation, with the said Francis Abraham, to purchase the above described property for the sum of \$2200.00.

BE IT FURTHER RESOLVED: That said contract is to be conditioned upon the corporation being able to acquire Lots 5 and 7 on Meade Avenue in Stover's Addition from Ivan E. Jackson or the record title holder of said property.

BE IT FURTHER RESOLVED: That the President and Secretary of this corporation be and they hereby are authorized to execute all instruments and make all payments necessary to carry the foregoing resolution into effect and to accept all documents, duly signed, which are or will be necessary for the transfer and conveyance, to this corporation, of the land.

There bein' no further business to come before the
meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: January 15, 1951.

M. J. Edwards, Jr. Alberta Edwards
M. J. Edwards, Jr. Adam E. Buzyn
James E. Edwards

MINUTES OF THE BOARD OF DIRECTORS MEETING
HELD JANUARY 15, 1951

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation in the city of Wichita, Kansas, on the 15th day of January, 1951, at 9:00 P. M., immediately following the adjournment of the annual meeting of the stockholders.

The following Directors, being all of the Directors of the said corporation, were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the special meeting of the Directors held on the 3rd day of January, 1951, were read and approved.

The President then laid before the meeting the annual meeting of the stockholders of the corporation, held on the 15th day of January, 1951, showing the election of the following persons as Directors of the corporation, to serve for the term opposite their name:

M. J. Edwards, Sr., - 3 Years
Solon E. Burgess - 1 Year.

On motion duly made, seconded, and unanimously carried, the Board of Directors thereupon proceeded to elect the following officers of the corporation; to-wit:

President, Vice-President, Secretary, Treasurer,
Chairman of the Board, General Manager and Assistant Secretary.

Mr. M. J. Edwards, Sr., was nominated for the offices of President and Chairman of the Board of the corporation. No other nominations being made, upon motion duly made, and unanimously carried, Mr. M. J. Edwards, Sr. was elected President of the corporation and Chairman of the Board of Directors, and was declared duly elected to the said offices.

Mrs. Isabelle Edwards was nominated for the offices of Vice-President and Assistant Secretary of the corporation. No other nominations being made, upon motion duly made, seconded, and unanimously carried, Mrs. Isabelle Edwards was elected Vice-President and Assistant Secretary of the corporation, and was declared duly elected to the said offices.

Mr. E. J. Edwards, Jr., was nominated for the offices of Secretary-Treasurer and General Manager of the corporation. No other nominations being made, upon motion duly made, seconded, and unanimously carried, Mr. E. J. Edwards, Jr. was elected Secretary-Treasurer and General Manager of the corporation, and was declared duly elected to the said offices.

Each of the officers elected was present and thereupon accepted the offices to which they were elected.

Upon motion duly made, seconded, and unanimously carried, the Board of Directors proceeded to fix the salaries to be paid to the President and Chairman of the Board, Vice-President and Assistant Secretary, and Secretary-Treasurer and General Manager for the year 1951.

The Chairman then announced that the salary of each of the officers would be voted upon separately and that the officer whose salary was under consideration would not participate in the voting.

Mr. E. J. Edwards, Sr., President and Chairman of the Board, thereupon left the room. Upon motion duly made, seconded, and affirmatively voted upon by all the Directors then present, it was:

RESOLVED: That the salary of Mr. E. J. Edwards, Sr., President of the corporation and Chairman of the Board of Directors, be fixed at \$21,500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th day and last day of each calendar month.

The vote, having been taken, Mr. E. J. Edwards, Sr., was recalled to the meeting.

Mrs. Isabelle Edwards, Vice-President and Assistant Secretary thereupon left the room. On motion duly made and seconded, and affirmatively voted upon by all the Directors then present, it was:

RESOLVED: That the salary of Mrs. Isabelle Edwards, Vice-President and Assistant Secretary of the corporation, be fixed at \$6500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th day and last day of each calendar month.

The vote having been taken, Mrs. Isabelle Edwards was recalled to the meeting.

Mr. M. J. Edwards, Jr., thereupon left the room. On motion duly made, seconded and affirmatively voted upon by all of the Directors then present, it was:

RESOLVED: That the salary of Mr. M. J. Edwards, Jr., Secretary-Treasurer, and General Manager of the corporation, be fixed at \$24,500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th and last day of each calendar month.

Thereupon, the meeting was turned over to Mr. M. J. Edwards, Jr., General Manager, who announced that in compliance with the resolution of January 3, a contract had been entered into with Ivan E. Jackson and Myrtle Jackson for the purchase of Lots 5 and 7 on Meade Avenue, in Stover's Addition to Wichita, Kansas. Mr. Edwards thereupon read the contract to the members of the Board so that each might be familiar with the terms of said instrument. Mr. Edwards further announced that the sum of \$50.00 had been deposited with Lee Garrett, attorney for the corporation, as earnest money, said sum to be held until the purchase of said property was completed.

Mr. Edwards further announced that one R. L. Crawford has the original abstract and has loaned it to Lee Garrett, attorney for the corporation, who has made a preliminary examination. Mr. Edwards further announced that he had been advised by Mr. Garrett that the preliminary examination of the abstract disclosed two rather serious defects in the title. The chain of the title was incomplete to a 12.65 x 70 Foot strip of land along the west side of said lots. In addition thereto, there was an improper mortgage foreclosure and it appears that R. L. Crawford has sufficient interest in the property because of the improper mortgage foreclosure to constitute a cloud on the title.

Mr. Edwards further announced that Lee Garrett has conferred with Crawford and Crawford has agreed to sell to the corporation a quit-claim deed, his abstract, and to execute an affidavit, for the sum of \$75.00. It will be necessary to have a new abstract made, but cost thereof can be reduced by using the old one that Crawford has. Mr. Edwards further announced to the members of the Board that the contract with Jackson provided that he was to convey a merchantable title. However, Jackson has been notified of the defects in the title and doesn't seem to be willing to do anything about it nor does he know how to clear the title. Mr. Edwards further announced that the corporation's attorney has suggested that considerable time and probable expense would be saved by the corporation going ahead and clearing the title itself in order that the purchase can be complete and the construction of the building commenced as soon as possible.

The meeting was then thrown open to discussion of the matter and after full discussion, and after all suggestions had been received and considered, it was, on motion duly made, seconded, and unanimously carried:

RESOLVED: Mr. M. J. Edwards, Jr., General Manager, is hereby directed and authorized to pay to R. L. Crawford the sum of \$75.00 for his abstract of title to Lots 5 and 7 on Meade Avenue, in Stover's Addition, and for a quit-claim deed and affidavit from the said Crawford.

BE IT FURTHER RESOLVED: That Mr. M. J. Edwards, Jr., is hereby authorized and Directed to take whatever other steps are necessary in order to clear the title to the said real property so that the purchase thereof can be completed.

BE IT FURTHER RESOLVED: That Mr. M. J. Edwards, Jr., is hereby authorized and directed to instruct the Fidelity Title Company of Wichita, Kansas to prepare a new abstract of title for Lots 1, 3, 5, and 7 on Meade Avenue, in Stover's Addition to Wichita, Kansas.

There being no further business to come before the meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: February 18, 1951

M. J. Edwards, Jr.
M. J. Edwards, Jr.
Science Edwards

Alberta Edwards
Edna E. Burgess

MINUTES OF REGULAR DIRECTORS MEETING
HELD FEBRUARY 19, 1951

A regular meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation on the 19th day of February, 1951 at 7:50 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr., President, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President then announced, that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors held on the 15th day of January, 1951, were read and approved.

Thereupon, Mr. M. J. Edwards, Sr., President, turned the meeting over to Mr. M. J. Edwards, Jr. to make an announcement in regard to the progress and status of the real property being purchased by the corporation.

Mr. M. J. Edwards, Jr., thereupon announced that the title to the real property being purchased from Ivan E. Jackson and from Frances Abraham, had been cleared and that Jackson and his wife are to be in Wichita on February 20 to close the transaction, and that after the Jackson matter has been closed, the corporation is then ready to close the Abraham transaction.

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED: That the President, Secretary and Treasurer are hereby directed and authorized to complete the purchase of the West 72 Feet of Lots 1 and 3 on Meade Avenue in Stover's Addition to Wichita from Frances Abraham and Lots 5 and 7 on Meade Avenue in Stover's Addition to Wichita from Ivan E. Jackson, and they are further authorized to make all payments necessary, execute all necessary instruments, and to accept all documents, duly executed, which are or may be necessary for the transfer and conveyance of the aforesaid land to the corporation.

Mr. Edwards further announced to the members that it was not possible to clear the title to the strip of land 12.65 feet wide and extending along the west side of Lots 1, 5, 6, and 7. This strip of land will be included in the conveyances and the corporation will enjoy the use thereof, but it has been recommended by the corporation's attorney that no permanent improvements be placed thereon.

Mr. Edwards further announced to the members that he had participated in several conferences with officials of the A. W. Soderberg Construction Company and that he had explained to them in detail, the type of building that the corporation desired and required constructed. The Soderberg Construction Company has agreed to prepare the necessary plans and blue prints and to submit them, together with an estimate of the cost of construction. Mr. Soderberg has advised that the actual construction work will approximate \$30,000.00 but that he will be able to give a more exact estimate after the plans have been completed.

Mr. Edwards further announced that the Shelly Electric Company has agreed to do the necessary electrical work and will submit an estimate and contract after the plans and blue prints have been completed. The Shelly Electric Company has roughly estimated that the cost of their work will approximate \$3500.00.

The meeting was then thrown open for full discussion of the matter, and after all suggestions had been received, and considered, and on motion duly made, seconded, and carried, the following resolution was adopted:

WHEREAS, The officers of this corporation have proceeded with the preparations for the increase of the plant by the construction of a new building, and have incurred expenditures in connection therein with, the details of which have been laid before the Board and duly considered, together with approximate estimates of the total cost of the building.

NOW THEREFORE BE IT RESOLVED: That the proceedings and actions heretofore taken, and the expenditures heretofore incurred be and the same hereby are ratified, and confirmed, and

BE IT FURTHER RESOLVED: That the officers are authorized to proceed with the plans for the construction of a new building and are hereby authorized and directed to enter into contracts with the A. W. Soderberg Construction Company, the Shelly Electric Company, and any other persons

or companies, necessary to construct, furnish and equip said building.

Mr. Edwards, further announced to the members of the Board that he had participated in more conferences with the officers of the Reconstruction Finance Corporation and had been assured of a loan in the amount of \$40,000.00 to be used to partially defray the cost of the construction and equipment the new building.

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED: (1) That the officers of this corporation named below, or any one of them, or their, or any one of their, duly elected or appointed successors in office, be and they are hereby authorized and empowered in the name and on behalf of this corporation and under its corporate seal, to execute and deliver to Reconstruction Finance Corporation (hereinafter called "RFC") in the form required by RFC, the following documents: (a) application for a loan or loans, the total thereof not to exceed in principal amount \$40,000.00, maturing upon such date or dates and bearing interest at such rate or rates as may be prescribed by RFC; (b) applications for any renewals or extensions of all or any part of such loan or loans and of any other loans, heretofore or hereafter made by the RFC, to this corporation; (c) the promissory note or notes of this corporation evidencing such loan or loans or any renewals or extensions thereof; and (d) any other instruments or agreements of this corporation which may be required by RFC in connection with such loans, renewals, and/or extensions; and that said officers in their discretion may accept any such loan or loans in installments and give one or more notes of this corporation therefor, and may receive and endorse in the name of this corporation any checks or drafts representing such loan or loans or any such installments;

(2) FURTHER RESOLVED, That the aforesaid officers or any one of them, or their duly elected or appointed successors in office, be and they are hereby authorized and empowered to do any acts, including but not limited to the mortgage, pledge, or hypothecation from time to time with RFC of any or all assets of this

corporation to execute such loan or loans, re-
newals and extensions, and to execute in the
name and on behalf of this corporation and
under its corporate seal or otherwise, any
instruments or agreements deemed necessary or
proper by the RFC in respect of the collateral
security and indebtedness of this corporation;

(3) FURTHER RESOLVED, that any indebtedness
heretofore contracted and any contracts or
agreements heretofore made with the RFC on
behalf of this corporation, and all acts of
officers or agents of this corporation in
connection with said indebtedness or said con-
tracts or agreements, are hereby ratified and
confirmed;

(4) FURTHER RESOLVED, that the officers re-
ferred to in the foregoing resolutions are
as follows:

M. J. Edwards, Jr., Secretary-Treasurer,
General Manager; M. J. Edwards, Sr., President,
Chairman of Board; M. I. Edwards, Vice-Presi-
dent, Assistant Secretary.

(5) FURTHER RESOLVED, that RFC is authorized
to reply upon the aforesaid resolutions until
receipt by its Treasurer of written notice of
any change.

There being no further business to come before the meet-
ing, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: March 19, 1951

M. J. Edwards, Jr.
M. J. Edwards, Sr.
Samuel Edwards

Albert Edwards
John E. Buzen

MINUTES OF SPECIAL MEETING OF DIRECTORS

A special meeting of the Board of Directors of Consolidated Equipment Company, Inc., was held at the office of the corporation on the 15th day of March, 1951, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr., President, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The Secretary then presented to the meeting the original waiver of notice and consent to said meeting being held.

Upon motion duly made, and unanimously carried, the call of the special meeting and the waiver of notice was made a part of the records of the corporation and the Secretary was directed to attach the same to the minutes of this meeting.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting, held February 19, 1951, were read and approved.

Mr. M. J. Edwards, President, then announced to the members of the Board that the purchase of Lots 5 and 7 on Meade Avenue in Stover's Addition, from Ivan E. Jackson, had been completed and a warranty deed was duly executed on February 20, 1951 by Ivan E. Jackson and his wife, conveying said property to the corporation.

The President further announced that the purchase of the land from Frances Abraham and his wife, had been completed and that a warranty deed, duly executed by Frances Abraham and wife conveying said property to the corporation, had been delivered February 27, 1951.

Mr. Edwards further announced to the members of the Board that the A. W. Soderberg Construction Company had completed the plans for the building and their estimate of the cost of construction. Soderberg will enter into a contract with the corporation for the sum of \$29,930.00. Any and all extras, not included in the plans and contract, are to be invoiced and charged to the corporation at cost plus 10 per cent. The Reconstruction Finance Corporation requires a performance bond by the contractor and Soderberg has agreed to deliver a performance bond in the amount of \$29,930.00.

Mr. Edwards further announced that the Shelley Electric Company, Inc. has agreed to do the electrical work on the new building and have submitted a contract in the amount of \$8075.00. This contract covers only the wiring and Soderberg desires to handle the removing, equipping, and rehooking all fixtures on a time and material basis. They estimate that this will cost \$1100.00. The Reconstruction Finance Corporation also requires performance bond, and Soderberg has agreed to secure a performance bond in the total amount of \$9175.00.

On motion duly made, seconded, and unanimously carried, it was;

RESOLVED: That the officers of this corporation are hereby authorized to proceed with the plans for the construction of a new building and are hereby directed to authorize commencement of work on the building.

BE IT FURTHER RESOLVED: That the President, Vice-President, or Secretary-Treasurer are hereby authorized to enter into a contract, in behalf of the corporation, with the A. W. Soderberg Construction Company, in the amount of \$29,930.00 for the construction of the above referred to building. In addition thereto, said contract shall provide that any and all extras requested by the corporation shall be billed at cost to the contractor plus 10 per cent.

BE IT FURTHER RESOLVED: That the President, Vice-President, or Secretary-Treasurer, are hereby authorized to enter into a contract with Shelley Electric Company, Inc. in the amount of \$8075.00 for electrical work. In addition thereto, the above officers are authorized to direct the Shelley Electric Company to handle the removing, equipping, and rehooking of the fixtures on a time and material basis.

BE IT FURTHER RESOLVED: That all contracts for the performance of work shall be valid and binding on the corporation only when signed by the President, or Vice President, or Secretary-Treasurer. No employee of the corporation shall have authority to make or execute any contracts for work.

Mr. H. J. Edwards, Jr., further announced to the corporation that the air conditioner now owned by the corporation

was inadequate for the new building and that as a result thereof he had checked with various air conditioner dealers in regard to the purchase of a new one. After making a thorough investigation, it was, in his opinion, that the air conditioner sold by Shelley Electric Co. Inc. would adequately air condition the new building and that it was the best buy for the money. Shelley has agreed to install the new air conditioner for the sum of \$2065.00 and the old air conditioner.

Thereupon, the meeting was thrown open to discussion of the purchasing of a new air conditioner, and after all suggestions had been considered and received, it was, on motion duly made, seconded, and unanimously carried;

RESOLVED: That the President, Vice-President, or Secretary-Treasurer are hereby authorized to trade in the air conditioner now owned by the corporation to the Shelley Electric Company on a new air conditioner and to pay the sum of \$2065.00 difference.

Thereupon the Vice-President announced to the members of the Board that the corporation was in need of working capital and that the President had agreed to loan the sum of \$7500.00 at 6 per cent interest to the corporation on a corporate note and without security. The note is to be payable on demand.

The meeting was thereupon thrown open for discussion and after all suggestions had been considered and received, it was, on motion duly made and seconded, and unanimously carried:

RESOLVED:

WHEREAS, The Board of Directors deems it advisable and necessary for the corporation to borrow the sum of \$7500.00 to meet current obligations, and

WHEREAS, Mr. M. J. Edwards, Sr., President of this corporation, has indicated his willingness and ability to lend the sum of \$7500.00 to the corporation on a note payable upon demand, at 6 per cent interest.

NOW, THEREFORE, BE IT RESOLVED: Mr. M. J. Edwards, Sr., not voting, that this corporation borrow the sum of \$7500.00 from Mr. M. J. Edwards, Sr., its president, and that the Treasurer of this corporation be and he is hereby authorized and directed to execute and deliver to Mr. M. J. Edwards, Sr., President

of this corporation, a note in the amount of \$7500.00, payable on demand, with interest at the rate of 6 per cent per annum.

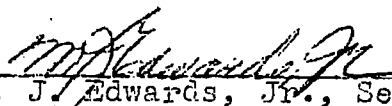
Thereupon, Mr. M. J. Edwards, Jr., announced to the members of the Board that the Reconstruction Finance Corporation has approved the corporation's application for a loan in the amount of \$40,000.00. The Reconstruction Finance Corporation has advised that the necessary note, mortgages, and other various and miscellaneous instruments necessary, will be forwarded in the near future, for completion by the corporation's attorney.

Mr. Edwards, thereupon announced that the regular Directors meeting should be held March 17, however, in his opinion, said meeting could be dispensed with in view of the fact that all business had been transacted at this special meeting.

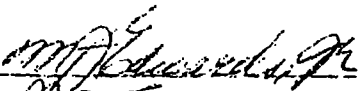
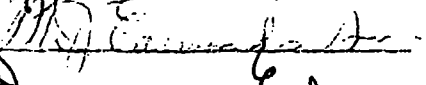

Upon motion duly made, seconded, and unanimously carried, it was:


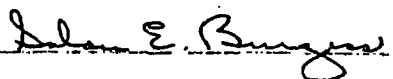
RESOLVED: That the regular meeting of the Board of Directors, to be held March 17, 1951, be dispensed with.

There being no further business to come before the meeting, the same was adjourned.


M. J. Edwards, Jr., Secretary

APPROVED: April 21, 1951

MINUTES OF REGULAR MONTHLY DIRECTORS' MEETING OF
CONSOLIDATED EQUIPMENT CO., INC.,
HELD MAY 17, 1954

The regular monthly meeting of the Board of Directors of Consolidated Equipment Co., Inc., was held on the 17th day of May, 1954, at the company office in Wichita, Kansas.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards

M. J. Edwards, Sr., President, presided at the meeting, and M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President thereupon announced that a quorum was present and that the meeting would proceed with the transaction of business.

The minutes of the regular monthly Directors' meeting held on the 19th day of April were read and approved.

M. J. Edwards, Jr., took charge of the meeting and proceeded to advise the Directors in regard to progress being made on the construction of the new building. He stated that he was spending a good deal of time supervising and watching the construction and that in his opinion everything was going according to schedule, or perhaps a little better.

Mr. Edwards further advised the Directors that he and Chet Roskam and Lee Garrett expected to go to Topeka during the latter part of May for a conference with the State Highway Commissioners in regard to obtaining a release of the portion of land condemned by the Highway Department as a borrow pit. It was previously believed that no difficulty would be encountered in reference to obtaining a release of the small strip, however, the Highway Department, in a letter to Lee Garrett dated May 14, 1954, refused to release the borrow pit for the reason that it might be used again at some future date.

Chet Roskam, from whom the land was purchased, states that he discussed the borrow pit with Gale Moss, State Highway Commissioners, before he purchased the land and Mr. Moss gave him to understand that no difficulty would be encountered in regard to securing a release. Mr. Roskam has consented to go to Topeka to discuss the matter again with Gale Moss.

Mr. Edwards called the Directors' attention to the fact that the corporation is paying Norman E. Palmquist the sum of \$1,500.00 per month as rent on machinery and equipment under the machinery and equipment lease which the corporation received from Ceco. Mr. Edwards reminded the Directors that the primary term of the lease expires October 15, 1954, but that it is automatically extended for an additional year unless notice is served to Palmquist prior to August 15, 1954, that the lease will not be extended. Mr. Edwards further stated that machinery and equipment is now more plentiful and more reasonably priced and presently there is no tax advantage to leasing equipment, and in his opinion the lease should not be extended and every effort should be made to purchase the equipment from Palmquist or from some other source.

Mr. Edwards further stated that after discussing the lease in detail with the corporation's accountant and attorney, he wrote Palmquist on April 27, 1954, advising and notifying him that the lease would not be extended for another year and that the corporation was desirous of purchasing the machinery and equipment if an agreement could be reached in regard to price and terms. The result of the letter was a telephone call from Palmquist in which he asserted that the lease was extended from October 15, 1954, to October 15, 1955, by virtue of a lease which was written February 8, 1954. The matter was taken up with Lee Garrett, the corporation's attorney, and he advises that the problem presents an extremely close legal question and that every effort should be made to work something out with Palmquist, rather than let the matter proceed to suit. Palmquist has discussed it with his attorney, who is claiming that the lease has been extended, however, they have not yet refused to negotiate, nor has Palmquist refused to sell the machinery.

Mr. Edwards further stated that in his opinion he will eventually be able to purchase the machinery and equipment on a satisfactory basis, but that because of the difficulty in negotiating with Palmquist, he believes that the Board should extend him blanket authority to proceed as he sees best.

The matter was thoroughly and completely discussed, and on motion duly made, seconded and unanimously carried, it was:

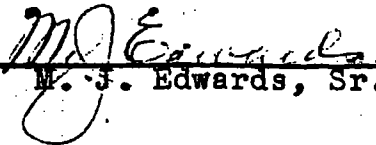
RESOLVED: That M. J. Edwards, Jr., is hereby authorized and empowered to take whatever steps he deems necessary in reference to obtaining a release of the machinery and equipment lease now in existence with Norman E. Palmquist of Topeka, Kansas.

BE IT FURTHER RESOLVED: That Mr. Edwards is hereby authorized and empowered to purchase said machinery and equipment, in behalf of the corporation, for whatever price and upon whatever terms he deems advisable.

BE IT FURTHER RESOLVED: That every possible effort be made to negotiate the difficulties existing with Palmquist, rather than have the matter proceed to litigation.

BE IT FURTHER RESOLVED: That in the event Palmquist is willing to sell the machinery and equipment only to M. J. Edwards, Jr., then and in such event this corporation hereby obligates and binds itself to purchase said machinery and equipment from M. J. Edwards, Jr., for the same price and on the same terms and conditions.

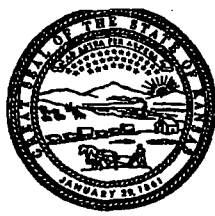
There being no further business to come before the meeting, the same was upon motion duly made, seconded and unanimously carried, adjourned.


M. J. Edwards, Sr.


M. J. Edwards, Jr.


Isabelle Edwards

THE STATE



OF KANSAS

OFFICE OF SECRETARY OF STATE
ELWILL M. SHANAHAN • SECRETARY OF STATE

To all to whom these presents shall come, Greeting:

I, ELWILL M. SHANAHAN, Secretary of State of the State of Kansas, do hereby
certify that the following and hereto attached is a true copy of

DISSOLUTION

BY CONSENT OF ALL VOTING STOCKHOLDERS

FOR

THE CONSOLIDATED EQUIPMENT CO., INC.

FILED:

JUNE 18, 1975

Original Compared
With Record

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
.....
JUN 24 1975
2 36673
NO.
BETTE F. MCCARTY
REGISTER OF DEEDS

Paul K. Kibben
secretary

the original of which is now on file and a matter of record in this office.

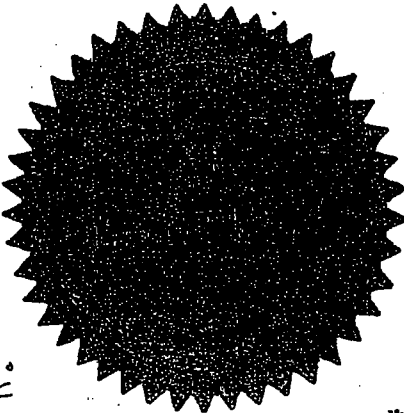
IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this EIGHTEENTH day of

JUNE

A. D. 19 75



By

Elwill M. Shanahan
ELWILL M. SHANAHAN
SECRETARY OF STATE
Sherman A. Parks
ASSISTANT SECRETARY OF STATE

SHERMAN A. PARKS

28-6234-9-2A-24-25

10-74-SM

Form No. 252 CU

V. R. Barrett
310 Century Plaza Bldg
67202

We, the undersigned, being all the stockholders with voting power of The Consolidated Equipment

Co., Inc., a corporation organized under laws of Kansas and whose Registered Office is
Corner of Hi-Way K-42 and Pawnee Avenue,

Number	Street	City	State	Zip Code
		Wichita	KS	67223

m. Edwards, Jr.

Lawrence Edwards

Isabelle Edwards

75 JUN 18 PM 1:3
SECRETARY OF STATE
KANSAS

I certify that the above consent has been signed by or on behalf of ALL stockholders entitled to vote on the dissolution of The Consolidated Equipment Co., Inc.

Corporation's Name

Signature of Officer _____

M. J. Edwards, Jr.

Title of Officer

President

I hereby certify that the following is a list of the officers and directors and their residence addresses of _____
Consolidated Equipment Co., Inc.

Corporation's Name

Directors: Name

Residence

M. J. Edwards, Jr., 14031 North Point Court, Wichita, Kansas 67230

Isabelle Edwards, 14031 North Point Court, Wichita, Kansas 67230

V. Lee Garrett, 1518 East Kinkaid, Wichita, Kansas 67218

Officers: Name

Title

Residence

M. J. Edwards, Jr., President, 14031 North Point Court, Wichita, KS 67230

Isabella Edwards, Secretary, 14031 North Point Court, Wichita, KS 67230

~~James H.~~ Edwards, Treasurer, 14031 North Point Court, Wichita, KS 67230

Signature of Officer _____

M. J. Edwards, Jr.

Title of Officer

President

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JUN 24 1975

2 36672

NO. BETTE F. MCCART
REGISTERED OF DEEDS

Good Title
Wichita, Kansas

STATE OF KANSAS



OFFICE OF THE SECRETARY OF STATE

THIS IS TO CERTIFY, That THE CONSOLIDATED EQUIPMENT CO., INC.

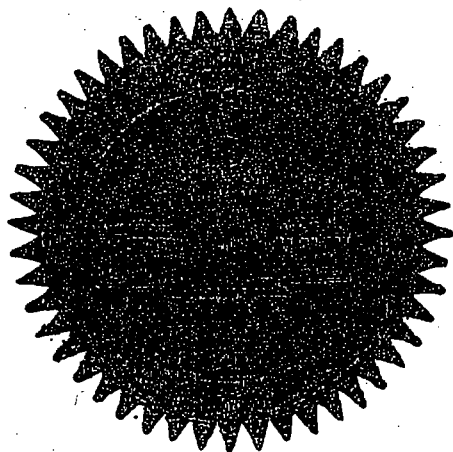
whose Registered Office is Corner of Hi-Way K-42 and Pawnee. Avenue. Wichita, KS 67213, Kansas,

filed its Resolution of Dissolution, as provided by law, in this office the EIGHTEENTH day of

JUNE A. D. 1975

GIVEN UNDER MY HAND AND SEAL this EIGHTEENTH day

of JUNE A. D. 19 75



Elwill M. Shanahan

ELWILL M. SHANAHAN

Secretary of State.

By

Sherman A. Parks

Assistant Secretary of State.

SHERMAN A. PARKS

FORM No. 211C



U. R. Danett
310 Centurus
Playa Bldg

300

ASSIGNMENT OF LEASE

THIS INDENTURE, made and entered into this _____ day of May, 1975, by and between The Consolidated Equipment Company, Inc., a Kansas Corporation, hereinafter referred to as "Assignor" and M. J. Edwards, Jr., hereinafter referred to as "Assignee" .

W I T N E S S E T H:

The undersigned, The Consolidated Equipment Company, Inc., a Kansas Corporation, does hereby transfer, assign, and set over in liquidation and dissolution unto M. J. Edwards, Jr., all of its right title and interest in and to a certain Lease Agreement dated the 21st day of February, 1972, and all amendments thereto, between The Consolidated Equipment Company, Inc., as Lessor, and Standard Products, Inc., and its assigns, as Lessee, copies of which are attached hereto and marked Exhibit "A" and made a part hereof.

M. J. Edwards in consideration of the execution of the within assignment by The Consolidated Equipment Company, Inc., does further covenant that he will and he does hereby assume and agree to perform all of the conditions and covenants of said Lease Agreement and amendments thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and seals the day and year first above written.

ASSIGNOR

The Consolidated Equipment Company, Inc

By M. J. Edwards, Jr.
M. J. Edwards, President

Isabelle Edwards
Isabelle Edwards, Secretary

ASSIGNEE

By M. J. Edwards, Jr.
M. J. Edwards, Jr.

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

Before me, the undersigned, a Notary Public, in and for said county and state, on this _____ day of May, 1975, personally appeared M. J. Edwards, Jr., President, and Isabelle Edwards, Secretary of The Consolidated Equipment Company, Inc., who are personally known to me to be the identical persons who executed the within and foregoing Assignment of Lease for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
MAY 16 1975

Original Copy
With Record

NO 2 31892
BETTE F. MCCART
REGISTER OF DEEDS

fat Ketcher
Deputy

CORPORATION DEED

ENTERED ON
TRANSFER RECORD
MAY 16 1975
CLERK OF DISTRICT COURT

THIS INDENTURE, Made this 8th day of May, A.D., 1975,

between CONSOLIDATED EQUIPMENT COMPANY, INC., (a corporation organized and existing under the laws of Kansas, acting by its President being thereunto duly authorized) in Sedgwick County, in the State of Kansas, of the first part, and MAURICE J. EDWARDS, JR., Of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH, That the said party of the first, in consideration of the sum of * * * * * TEN and 00/100 * * * * * DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns its title and interest in and to the following described Real Estate situated in the County of Sedgwick and State of Kansas, to-wit:

A tract in the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas, described as follows:

Beginning at a point in the North line of said Northeast Quarter, 2285.5 Feet East of the Northwest corner of said Northeast Quarter, said point being the intersection of the Northwest Right-of-Way line of Highway K-42 and the North line of said Section 2; thence West 735.6 Feet; thence South 473.7 Feet to the Northwest Right-of-Way line of said K-42, thence in a Northerly direction along the Northwest Right-of-Way line of K-42 to the point of beginning, except Two tracts of land deeded to the State of Kansas for Highway purposes and described as follows:

Tract No. 1. Beginning at the intersection of the present Northwesterly Right-of-Way line of Highway K-42, and the North line of said Northeast Quarter of Section 2, said point being 2285.5 Feet East of the Northwest Corner of said Quarter Section; thence Southwesterly along said Right-of-Way line, 875.1 Feet; thence North 10.8 feet; thence Northeasterly 676.5 Feet to a point 10.0 Feet Northwesterly at right angles from said present Northwesterly Right-of-Way line; thence Northwesterly to a point on the South Right-of-Way line of the Public Road 30.0 Feet South and 209.1 Feet West of the place of beginning; thence North 30.0 Feet to the North line of said Northeast Quarter; thence East 209.1 Feet along said North line to the place of beginning.

Tract No. 2. Beginning at a point on the North line, of the Northeast Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, 1549.9 Feet East of the Northwest corner of said Northeast Quarter; thence South 60.0 Feet; thence Northeasterly to a point 30.0 Feet South and 30.0 Feet East of the place of beginning; thence North, 30.0 Feet to the North line of said Northeast Quarter; thence West 30.0 Feet along said North line to the place of beginning.

10. Sedgwick County
May 16 1975

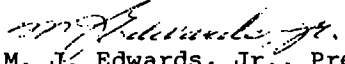
Subject to easements and restrictions of record and subject to mortgage of record in favor of Mid Kansas Federal Savings and Loan Association.

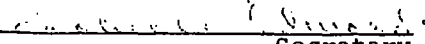
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining forever.

And said grantor, for itself and its successor and assigns, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right, of the interest hereby conveyed, of and in all and singular the above-granted and - described premises, and that it will warrant and defend the same unto the party of the second part, his heirs and assigns, against said party of the first part, its successors and assigns, and all and every person whomsoever, lawfully claiming by, through or under it or its successors and assigns.

IN WITNESS WHEREOF, The said party of the first part has executed this deed and affixed its corporate seal on the day and year first above written.

CONSOLIDATED EQUIPMENT COMPANY, INC.

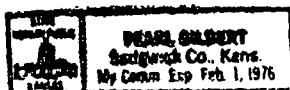
By 
M. J. Edwards, Jr., President.

ATTEST: 
Secretary.

STATE OF KANSAS)
) ss.
 SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 20th day of May, A.D., 1975, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. J. Edwards, Jr., President of Consolidated Equipment Company, Inc., a Corporation, to me personally known to be the same person who executed the within instrument as President of said corporation, and such person duly acknowledged the execution of the same as President, for and on behalf of, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official seal the day and year above written.



Pearl Gilbert
 Notary Public.

Term expires _____, 19____.

MINUTES OF SPECIAL MEETING OF STOCKHOLDERS

OF

THE CONSOLIDATED EQUIPMENT COMPANY, INC.

A special meeting of the stockholders of The Consolidated Equipment Company, Inc., a Kansas corporation, was held at the office of the Corporation at 320 North Athenian, Wichita, Kansas, on May 1st, 1975, at 2:00 o'clock P.M., pursuant to consent and waiver of notice.

M. J. Edwards, Jr., called the meeting to order and acted as Chairman. Isabelle Edwards was designated Secretary of the meeting and kept the minutes.

The Secretary of the meeting presented a written Consent and Waiver of Notice of the time and place of the meeting, signed by all of the stockholders, which, on motion duly made and seconded, was approved and ordered pre-fixed to the minutes of this meeting.

The Secretary presented to the meeting the notice of the special meeting, a copy of which was mailed to each of the directors on the 16th day of April, 1975.

The Chairman then stated that at a special meeting of the Board of Directors held on April 18, 1975, the Board of Directors had unanimously proposed a Plan of Complete Liquidation and Dissolution of the Company. A copy of such plan was presented and read to this meeting, and was ordered attached to the minutes of this meeting.

After full consideration and upon motion duly made, seconded, and unanimously carried it was;

RESOLVED: That The Consolidated Equipment Company, Inc., be completely liquidated and dissolved.

BE IT FURTHER RESOLVED: That the Plan of Complete Liquidation and Dissolution of the Company proposed by the Board of Directors at a special meeting held on April 18, 1975, a copy of which has been presented to this meeting, be and the same is hereby ratified, approved and adopted.

BE IT FURTHER RESOLVED: That the complete liquidation and dissolution of this Company be effected under such Plan which is as follows:

1. The corporation by its duly authorized officers, will distribute pro rata to its shareholders during the month of May, 1975, all of its assets, subject to any unpaid liabilities with

the exception of a reasonable amount of cash to be retained for payment of Federal and State taxes in 1975. Each shareholder will agree to assume his pro rata share of the said unpaid liabilities and to accept his interest in the real estate subject to a pro rata portion of the mortgage thereon, and will surrender all of this stock for cancellation.

2. As soon as possible after the distribution has been made, counsel for the corporation shall file a petition for Dissolution of the corporation under Article 68 of the Kansas Statutes Annotated, and the Officers of the corporation are authorized to execute all documents necessary in connection with the dissolution.

3. Within 30 days after the date of this meeting counsel for the corporation shall file Form 966 with the District Director of Internal Revenue, Austin, Texas, together with a certified copy of this resolution.

4. Counsel for the corporation shall assist those shareholders, who desire to have their gain taxed as provided in Section 333 of the Internal Revenue Code of 1954, for Federal Income Tax purposes, in preparing Forms 964 and in seeing that they are filed with Internal Revenue Service within a period of thirty (30) days from the date of this meeting.

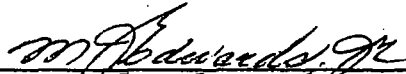
5. The officers and directors of the corporation are empowered, authorized and directed to carry out the provisions of this resolution, and to adopt any further resolutions that may be found necessary in liquidation and dissolving the corporation in accordance with the expressed intent of the shareholders and directors under the plan adopted at this meeting.

BE IT FURTHER RESOLVED: That M. J. Edwards, Jr., and Isabelle Edwards, owners of all of the issued and outstanding shares of stock of The Consolidated Equipment Company, Inc., consent in writing to the dissolution of The Consolidated Equipment Company, Inc., in accordance with 17-6804 of the Kansas Statutes Annotated, as amended.

BE IT FURTHER RESOLVED: That upon completion of the liquidation in accordance with the terms of the "Plan" that the Corporation abandon its corporate authority, surrender its charter, and dissolve; and that the Officers and Directors are hereby authorized to file in the office of the Secretary of State of the State of Kansas the written consent of the stockholders and to record in the office of the Register of Deeds of Sedgwick County, Kansas, the Certificate of Dissolution to be issued by the Secretary of State of the State of Kansas.

BE IT FURTHER RESOLVED: That the officers and Directors of this Company be and they are hereby authorized and empowered to do any and all things which they deem necessary or advisable to carry out the purpose and intent of the above referred to "Plan".

There being no further business, upon motion duly made and seconded, the meeting was adjourned.


M. J. Edwards, Jr.


Isabelle Edwards

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
OF
THE CONSOLIDATED EQUIPMENT COMPANY, INC.

To The Stockholders of The Consolidated Equipment Company, Inc.

NOTICE IS HEREBY GIVEN That a special meeting of the stockholders of The Consolidated Equipment Company, Inc. will be held at the Company Office at 320 North Athenian, Wichita, Kansas, at 2:00 o'clock P.M., on the 1st day of May, 1975, for the following purposes:

1. To ratify, approve and adopt "The Plan of Complete Liquidation and Dissolution" of the Company proposed by the Board of Directors at a special meeting held on April 18, 1975.
2. To consent in writing to a dissolution of the Corporation.
3. To authorize the officers and directors of the Company to execute such documents and to do all such other acts and things as may be necessary or desirable to carry into effect such "Plan of Complete Liquidation and Dissolution".
4. To transact such other and further business as may be properly brought before the meeting or any adjournment or adjournments thereof.

Dated this 18th day of April, 1975.


Isabelle Edwards, Secretary

MINUTES OF REGULAR MONTHLY MEETING
OF BOARD OF DIRECTORS OF
CONSOLIDATED EQUIPMENT CO., INC.

The regular monthly meeting of the Board of Directors of Consolidated Equipment Co., Inc., was held at the company office in Wichita, Kansas, on the 18th day of February, 1957 at 2:00 o'clock P.M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards

Mr. M. J. Edwards, Sr., President of the corporation, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary of the corporation, acted as Secretary at the meeting.

The President announced that the meeting was lawfully convened, a quorum was present, and was ready to proceed with the transaction of business.

The minutes of the annual meeting of the Board of Directors held on the 10th day of January, 1957, were read and approved.

Mr. M. J. Edwards, Jr., took charge of the meeting and announced to the Directors that the new loan in the amount of \$121,000.00 from Victory Life Insurance Company has been nearly completed. The note and mortgage was signed by the officers of the corporation on January 7, 1958 and the mortgage was recorded by Victory on the same date. Mr. Edwards stated that counsel for Victory has approved the title and that he is now preparing a list chattels to be included in the chattel mortgage also taken by Victory as additional security for the loan. Mr. Edwards stated further that it will also be necessary for the stockholders to enter into a written agreement with Victory which prohibits the company from paying dividends, cash or stock, and also prohibits the sale of preferred stock for debenture bonds.

Mr. Edwards stated that the new loan is in the amount of \$121,000.00 and is payable in installments of \$2312.31 monthly for the first 36 months and in installments of \$753.06 for 84 months--this makes a total term of ten years. The loan bears

interest at the rate of 5½% per annum and the company has a prepayment privilege of 20% per year.

Mr. Edwards also informed the Directors that the company has completed contracts with Shelley Electric Company and with A. W. Soderberg Construction Co., Inc., and that these two companies are ready to commence construction on the addition to the company building.

Mr. Edwards then announced to the Directors that Norman Palmquist who owns a plant in Topeka, Kansas, has considerable machinery and equipment that he is not using and that could be used by the corporation. Mr. Edwards stated that he has conferred with Mr. Palmquist about the machinery and Palmquist is willing to lease the equipment to the company for a term of two years.

Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED: That the officers of this corporation are hereby authorized, directed and empowered to enter into such agreements and leases with Norman Palmquist as they deem necessary and proper in order to obtain the use of such machinery, machine tools, and equipment as they deem necessary for the corporation.

Mr. Edwards then announced to the Directors that in his recent trip to the east, he visited many machinery dealers and was extremely impressed with a Sip Hydroptic Jig Boring Machine that was being handled by Robert H. Stephens Machinery Company of St. Louis. Mr. Edwards stated that the machine was made in Switzerland and was, in his opinion, the very finest precision tool available. Mr. Edwards stated that the machine was very expensive and that the machine, attachments, installation and freight would probably cost in the neighborhood of \$100,000 and that the dealer required a down payment of at least \$30,000.

Mr. Edwards stated that he had talked to many experienced machine tool people about the Sip Hydroptic Jig Boring Machine and from his conversation and from the research that he has conducted, he is of the opinion that such a machine tool would be a very valuable asset to the plant. Mr. Edwards stated also that, in his opinion, the company could not afford to raise the necessary cash for the down payment and have adequate working

capital and in view of this fact, he has made considerable effort to find a group of investors who might be willing to purchase the machine and lease it to Consolidated.

Mr. Edwards stated further that he has located a group of men who are willing and able to raise sufficient capital to make the down payment on the machine. The group will purchase the machine and will lease it back to Consolidated for a fair rental. This will enable Consolidated to acquire the use of a very valuable piece of equipment that it cannot afford to purchase.

Mr. Edwards stated further that the group of investors will organize a new corporation to be called Precision Equipment Leasing, Inc., and because the corporation is new, it has no credit background and for this reason, the distributor, in order to satisfy the bank purchasing the mortgage, will require that Consolidated guarantee the payment of the machine.

The meeting was thrown open to discussion and after all suggestions were received and carefully considered, it was, on motion duly made, seconded, and unanimously carried:

RESOLVED: That the officers of this corporation are hereby authorized, directed and empowered to enter into a lease agreement with Precision Equipment Leasing, Inc., for a Sip Hydroptic Jig Boring Machine, upon such terms and conditions, and for such rental, as the Directors shall deem prudent and advisable.

BE IT FURTHER RESOLVED: That the officers of this corporation are also empowered and authorized to guarantee payment of the Jig Boring Machine in such a manner as the dealer and bank shall require, provided, however, that Precision shall make a down-payment of at least \$25,000.

Mr. Edwards stated that the new company, Precision Equipment Leasing, Inc., had ordered the Jig Boring Machine and that delivery in Wichita, Kansas, was expected in approximately sixty days. It was also pointed out by Mr. Edwards that the machine is extremely sensitive and must be located by itself and requires a constant temperature and in view of this fact it will be necessary to construct or fix a room that can be completely enclosed from the rest of the plant.

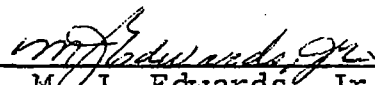
Upon motion duly made, seconded and unanimously carried
it was:

RESOLVED: That the officers of this corporation are empowered and directed to take such steps as are necessary and advisable to prepare a room to house the Jig Boring Machine that is to be acquired by lease from Precision Equipment Leasing, Inc.

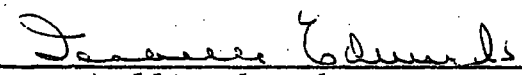
Mr. Edwards also announced that the location of the registered office of the corporation had been changed from 722 East Ninth Street to the corner of Highway K-42 and Pawnee Avenue in accordance with the authorization of the Directors at a meeting held on January 21, 1957.

There being no further business to come before the meeting, the same was, upon motion duly made, seconded, and unanimously carried, adjourned.

M. J. Edwards, Sr.



M. J. Edwards, Jr.



Isabelle Edwards

MINUTES OF REGULAR MONTHLY DIRECTORS' MEETING OF
CONSOLIDATED EQUIPMENT CO., INC.,
HELD MAY 17, 1954

The regular monthly meeting of the Board of Directors of Consolidated Equipment Co., Inc., was held on the 17th day of May, 1954, at the company office in Wichita, Kansas.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards

M. J. Edwards, Sr., President, presided at the meeting, and M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President thereupon announced that a quorum was present and that the meeting would proceed with the transaction of business.

The minutes of the regular monthly Directors' meeting held on the 19th day of April were read and approved.

M. J. Edwards, Jr., took charge of the meeting and proceeded to advise the Directors in regard to progress being made on the construction of the new building. He stated that he was spending a good deal of time supervising and watching the construction and that in his opinion everything was going according to schedule, or perhaps a little better.

Mr. Edwards further advised the Directors that he and Chet Roskam and Lee Garrett expected to go to Topeka during the latter part of May for a conference with the State Highway Commissioners in regard to obtaining a release of the portion of land condemned by the Highway Department as a borrow pit. It was previously believed that no difficulty would be encountered in reference to obtaining a release of the small strip, however, the Highway Department, in a letter to Lee Garrett dated May 14, 1954, refused to release the borrow pit for the reason that it might be used again at some future date.

Chet Roskam, from whom the land was purchased, states that he discussed the borrow pit with Gale Moss, State Highway Commissioners, before he purchased the land and Mr. Moss gave him to understand that no difficulty would be encountered in regard to securing a release. Mr. Roskam has consented to go to Topeka to discuss the matter again with Gale Moss.

Mr. Edwards called the Directors' attention to the fact that the corporation is paying Norman E. Palmquist the sum of \$1,500.00 per month as rent on machinery and equipment under the machinery and equipment lease which the corporation received from Ceco. Mr. Edwards reminded the Directors that the primary term of the lease expires October 15, 1954, but that it is automatically extended for an additional year unless notice is served to Palmquist prior to August 15, 1954, that the lease will not be extended. Mr. Edwards further stated that machinery and equipment is now more plentiful and more reasonably priced and presently there is no tax advantage to leasing equipment, and in his opinion the lease should not be extended and every effort should be made to purchase the equipment from Palmquist or from some other source.

Mr. Edwards further stated that after discussing the lease in detail with the corporation's accountant and attorney, he wrote Palmquist on April 27, 1954, advising and notifying him that the lease would not be extended for another year and that the corporation was desirous of purchasing the machinery and equipment if an agreement could be reached in regard to price and terms. The result of the letter was a telephone call from Palmquist in which he asserted that the lease was extended from October 15, 1954, to October 15, 1955, by virtue of a lease which was written February 8, 1954. The matter was taken up with Lee Garrett, the corporation's attorney, and he advises that the problem presents an extremely close legal question and that every effort should be made to work something out with Palmquist, rather than let the matter proceed to suit. Palmquist has discussed it with his attorney, who is claiming that the lease has been extended, however, they have not yet refused to negotiate, nor has Palmquist refused to sell the machinery.

Mr. Edwards further stated that in his opinion he will eventually be able to purchase the machinery and equipment on a satisfactory basis, but that because of the difficulty in negotiating with Palmquist, he believes that the Board should extend him blanket authority to proceed as he sees best.

The matter was thoroughly and completely discussed, and on motion duly made, seconded and unanimously carried, it was:

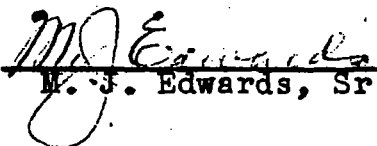
RESOLVED: That M. J. Edwards, Jr., is hereby authorized and empowered to take whatever steps he deems necessary in reference to obtaining a release of the machinery and equipment lease now in existence with Norman E. Palmquist of Topeka, Kansas.

BE IT FURTHER RESOLVED: That Mr. Edwards is hereby authorized and empowered to purchase said machinery and equipment, in behalf of the corporation, for whatever price and upon whatever terms he deems advisable.

BE IT FURTHER RESOLVED: That every possible effort be made to negotiate the difficulties existing with Palmquist, rather than have the matter proceed to litigation.

BE IT FURTHER RESOLVED: That in the event Palmquist is willing to sell the machinery and equipment only to M. J. Edwards, Jr., then and in such event this corporation hereby obligates and binds itself to purchase said machinery and equipment from M. J. Edwards, Jr., for the same price and on the same terms and conditions.

There being no further business to come before the meeting, the same was upon motion duly made, seconded and unanimously carried, adjourned.


M. J. Edwards, Sr.


M. J. Edwards, Jr.


Isabelle Edwards

7

A G R E E M E N T

THIS AGREEMENT, made the 5TH day of APRIL in the year Nineteen Hundred and Fifty-Four, by and between A. W. and D. D. Soderberg, a partnership d/b/a A. W. Soderberg Construction Company, of Wichita, Kansas, hereinafter called the Contractor; and Consolidated Equipment Co., *INC.*, 722 East Ninth, Wichita, Kansas, hereinafter called the Owner.

WITNESSETH, That the Contractor and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. The Contractor shall furnish all materials and labor to perform all the work necessary for the construction of a manufacturing building of tilt-up concrete 140 ft. by 142 ft. as per plans and specifications furnished to the Owner by the Contractor. The building to be located on Owner's land described as follows:

"NE $\frac{1}{4}$ Section 2 Township 28 South, Range 1 West, of the 6th Principle meridian in Sedgwick County; beginning at a point in North line of said NE $\frac{1}{4}$ and 2285.5 feet east of NE corner of said NE $\frac{1}{4}$; said point being the intersection of the NW right of way line of Highway K42 and the north line of said section 2; thence west 735.6 feet; thence South 473.7 feet to NE right of way line of said Highway K42; thence in a NE direction along said NW right of way line of K42 to the point of beginning"

The Contractor shall carry sufficient amount of Employer's Liability and Compensation insurance to guard his employees and the public effectively from liability to accident and other claims for damages which may arise from operations under this contract during the entire progress of the work, both by day and night, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them. He shall be responsible for any and all injuries that may be caused through his neglect or failure to protect his employees and the public from accident.

Permits - The Contractor shall obtain and pay for all building permits necessary for this construction.

Fire, lightning, hail and tornado insurance will be procured by the Owner, and the policy shall be for the benefit of the Contractor and the Owner, as their interests may appear. It shall be the duty of the Contractor to keep the Owner informed as to the amount of insurance that shall be in effect. The Contractor shall be responsible for any losses incurred, due to its negligence and in not advising the Owner regarding the proper amount of protection that should be in effect against fire, lightning, hail and tornado.

ARTICLE 2. The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein _____

ONE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED NINETY-SEVEN
AND No/100-----(\$132,997.00)

Any additions or deductions from the plans and specifications will be handled with estimated costs and work will be changed by signed Change Order only.

ARTICLE 3. The owner shall make payments on account of the contract as provided therein, as follows:

On or about the 10th day of each month, 90% of the value based on the contract prices of labor and material incorporated in the work, and of materials suitably stored at the site thereof up to the first day of the month, as agreed by the inspection of the Owner and the Contractor.

ARTICLE 4. Final payment shall be due 30 days after substantial completion of the work, provided the work be then fully completed and the contract fully performed. Upon receipt of written notice that the work is ready for final inspection, and acceptance, the Owner and the Contractor shall promptly make such inspections, and when they find the work acceptable under the contract and the contract fully performed, the Owner shall promptly pay the entire balance found to be due the Contractor.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the contract, make payment of the balance due for that portion of the work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF the parties hereto have executed this agreement, the day and year first written above.

A. W. SODERBERG CONSTRUCTION COMPANY

A. W. Soderberg - Partner.

CONSOLIDATED EQUIPMENT COMPANY, INC.

M. J. Edwards, Jr. Sec. Treas. Gen. Mgr.

Witnesses:

Ralph Hughes
W. E. Smith

MINUTES OF SPECIAL MEETING OF DIRECTORS

A special meeting of the Board of Directors of Consolidated Equipment Company, Inc., was held at the office of the corporation on the 15th day of March, 1951, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr., President, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The Secretary then presented to the meeting the original waiver of notice and consent to said meeting being held.

Upon motion duly made, and unanimously carried, the call of the special meeting and the waiver of notice was made a part of the records of the corporation and the Secretary was directed to attach the same to the minutes of this meeting.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting, held February 19, 1951, were read and approved.

Mr. M. J. Edwards, President, then announced to the members of the Board that the purchase of Lots 5 and 7 on Meade Avenue in Stover's Addition, from Ivan E. Jackson, had been completed and a warranty deed was duly executed on February 20, 1951 by Ivan E. Jackson and his wife, conveying said property to the corporation.

The President further announced that the purchase of the land from Frances Abraham and his wife, had been completed and that a warranty deed, duly executed by Frances Abraham and wife conveying said property to the corporation, had been delivered February 27, 1951.

Mr. Edwards further announced to the members of the Board that the A. W. Soderberg Construction Company had completed the plans for the building and their estimate of the cost of construction. Soderberg will enter into a contract with the corporation for the sum of \$29,930.00. Any and all extras, not included in the plans and contract, are to be invoiced and charged to the corporation at cost plus 10 per cent. The Reconstruction Finance Corporation requires a performance bond by the contractor and Soderberg has agreed to deliver a performance bond in the amount of \$29,930.00.

Mr. Edwards further announced that the Shelley Electric Company, Inc. has agreed to do the electrical work on the new building and have submitted a contract in the amount of \$8075.00. This contract covers only the wiring and Soderberg desires to handle the removing, equipping, and rehooking all fixtures on a time and material basis. They estimate that this will cost \$1100.00. The Reconstruction Finance Corporation also requires performance bond, and Soderberg has agreed to secure a performance bond in the total amount of \$9175.00.

On motion duly made, seconded, and unanimously carried, it was;

RESOLVED: That the officers of this corporation are hereby authorized to proceed with the plans for the construction of a new building and are hereby directed to authorize commencement of work on the building.

BE IT FURTHER RESOLVED: That the President, Vice-President, or Secretary-Treasurer are hereby authorized to enter into a contract, in behalf of the corporation, with the A. W. Soderberg Construction Company, in the amount of \$29,930.00 for the construction of the above referred to building. In addition thereto, said contract shall provide that any and all extras requested by the corporation shall be billed at cost to the contractor plus 10 per cent.

BE IT FURTHER RESOLVED: That the President, Vice-President, or Secretary-Treasurer, are hereby authorized to enter into a contract with Shelley Electric Company, Inc. in the amount of \$8075.00 for electrical work. In addition thereto, the above officers are authorized to direct the Shelley Electric Company to handle the removing, equipping, and rehooking of the fixtures on a time and material basis.

BE IT FURTHER RESOLVED: That all contracts for the performance of work shall be valid and binding on the corporation only when signed by the President, or Vice President, or Secretary-Treasurer. No employee of the corporation shall have authority to make or execute any contracts for work.

Mr. L. J. Edwards, Jr., further announced to the corporation that the air conditioner now owned by the corporation

was inadequate for the new building and that as a result thereof he had checked with various air conditioner dealers in regard to the purchase of a new one. After making a thorough investigation, it was his opinion, that the air conditioner sold by Shelley Electric Company, Inc. would adequately air condition the new building and that it was the best buy for the money. Shelley has agreed to install the new air conditioner for the sum of \$2005.00 and the old air conditioner.

Thereupon, the meeting was thrown open to discussion of the purchasing of a new air conditioner, and after all suggestions had been considered and received, it was, on motion duly made, seconded, and unanimously carried;

RESOLVED: That the President, Vice-President, or Secretary-Treasurer are hereby authorized to trade in the air conditioner now owned by the corporation to the Shelley Electric Company on a new air conditioner and to pay the sum of \$2005.00 difference.

Thereupon the Vice-President announced to the members of the Board that the corporation was in need of working capital and that the President had agreed to loan the sum of \$7500.00 at 6 per cent interest to the corporation on a corporate note and without security. The note is to be payable on demand.

The meeting was thereupon thrown open for discussion and after all suggestions had been considered and received, it was, on motion duly made and seconded, and unanimously carried:

RESOLVED:

WHEREAS, The Board of Directors deems it advisable and necessary for the corporation to borrow the sum of \$7500.00 to meet current obligations, and

WHEREAS, Mr. M. J. Edwards, Sr., President of this corporation, has indicated his willingness and ability to lend the sum of \$7500.00 to the corporation on a note payable upon demand, at 6 per cent interest.

NOW, THEREFORE, BE IT RESOLVED: Mr. M. J. Edwards, Sr., not voting, that this corporation borrow the sum of \$7500.00 from Mr. M. J. Edwards, Sr., its president, and that the Treasurer of this corporation be and he is hereby authorized and directed to execute and deliver to Mr. M. J. Edwards, Sr., President

of this corporation, a note in the amount of \$7500.00, payable on demand, with interest at the rate of 6 per cent per annum.

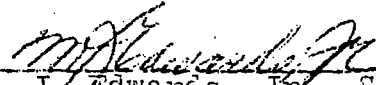
Thereupon, Mr. F. J. Edwards, Jr., announced to the members of the Board that the Reconstruction Finance Corporation has approved the corporation's application for a loan in the amount of \$40,000.00. The Reconstruction Finance Corporation has advised that the necessary note, mortgages, and other various and miscellaneous instruments necessary, will be forwarded in the near future, for completion by the corporation's attorney.

Mr. Edwards, thereupon announced that the regular Directors meeting should be held March 17, however, in his opinion, said meeting could be dispensed with in view of the fact that all business had been transacted at this special meeting.

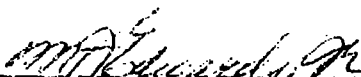
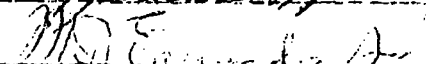

Upon motion duly made, seconded, and unanimously carried, it was:


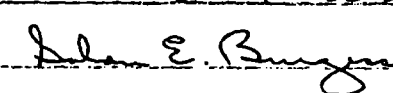
RESOLVED: That the regular meeting of the Board of Directors, to be held March 17, 1951, be dispensed with.

There being no further business to come before the meeting, the same was adjourned.


M. J. Edwards, Jr., Secretary

APPROVED: April 21, 1951

A regular meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation on the 19th day of February, 1951 at 7:50 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr., President, presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President then announced, that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors held on the 15th day of January, 1951, were read and approved.

Thereupon, Mr. M. J. Edwards, Sr., President, turned the meeting over to Mr. M. J. Edwards, Jr. to make an announcement in regard to the progress and status of the real property being purchased by the corporation.

Mr. M. J. Edwards, Jr., thereupon announced that the title to the real property being purchased from Ivan E. Jackson and from Frances Abraham, had been cleared and that Jackson and his wife are to be in Wichita on February 20 to close the transaction, and that after the Jackson matter has been closed, the corporation is then ready to close the Abraham transaction.

On motion duly made, seconded, and unanimously carried, it was:

RESOLVED: That the President, Secretary and Treasurer are hereby directed and authorized to complete the purchase of the West 72 Feet of Lots 1 and 3 on Leade Avenue in Stover's Addition to Wichita from Frances Abraham and Lots 5 and 7 on Leade Avenue in Stover's Addition to Wichita from Ivan E. Jackson, and they are further authorized to make all payments necessary, execute all necessary instruments, and to accept all documents, duly executed, which are or may be necessary for the transfer and conveyance of the aforesaid land to the corporation.

Mr. Edwards further announced to the members that it was not possible to clear the title to the strip of land 12.65 feet wide and extending along the west side of Lots 1, 3, 5, and 7. This strip of land will be included in the conveyances and the corporation will enjoy the use thereof, but it has been recommended by the corporation's attorney that no permanent improvements be placed thereon.

Mr. Edwards further announced to the members that he had participated in several conferences with officials of the A. W. Soderberg Construction Company and that he had explained to them in detail, the type of building that the corporation desired and required constructed. The Soderberg Construction Company has agreed to prepare the necessary plans and blue prints and to submit them, together with an estimate of the cost of construction. Mr. Soderberg has advised that the actual construction work will approximate \$30,000.00 but that he will be able to give a more exact estimate after the plans have been completed.

Mr. Edwards further announced that the Shelly Electric Company has agreed to do the necessary electrical work and will submit an estimate and contract after the plans and blue prints have been completed. The Shelly Electric Company has roughly estimated that the cost of their work will approximate \$3500.00.

The meeting was then thrown open for full discussion of the matter, and after all suggestions had been received, and considered, and on motion duly made, seconded, and carried, the following resolution was adopted:

WHEREAS, the officers of this corporation have proceeded with the preparations for the increase of the plant by the construction of a new building, and have incurred expenditures in connection therewith, the details of which have been laid before the Board and duly considered, together with approximate estimates of the total cost of the building.

NOW THEREFORE BE IT RESOLVED: That the proceedings and actions heretofore taken, and the expenditures heretofore incurred be and the same hereby are ratified, and confirmed, and

BE IT FURTHER RESOLVED: That the officers are authorized to proceed with the plans for the construction of a new building and are hereby authorized and directed to enter into contracts with the A. W. Soderberg Construction Company, the Shelly Electric Company, and any other persons

on companies, necessary to construct,
furnish and equip said building.

Mr. Edwards, further announced to the members of the Board that he had participated in more conferences with the officers of the Reconstruction Finance Corporation and had been assured of a loan in the amount of \$40,000.00 to be used to partially defray the cost of the construction and equipment the new building.

On motion duly made, seconded, and unanimously carried,
it was:

RESOLVED: (1) That the officers of this corporation named below, or any one of them, or their, or any one of their, duly elected or appointed successors in office, be and they are hereby authorized and empowered in the name and on behalf of this corporation and under its corporate seal, to execute and deliver to Reconstruction Finance Corporation (hereinafter called "RFC") in the form required by RFC, the following documents: (a) application for a loan or loans, the total thereof not to exceed in principal amount \$40,000.00, maturing upon such date or dates and bearing interest at such rate or rates as may be prescribed by RFC; (b) applications for any renewals or extensions of all or any part of such loan or loans and of any other loans, heretofore or hereafter made by the RFC, to this corporation; (c) the promissory note or notes of this corporation evidencing such loan or loans or any renewals or extensions thereof; and (d) any other instruments or agreements of this corporation which may be required by RFC in connection with such loans, renewals, and/or extensions; and that said officers in their discretion may accept any such loan or loans in installments and give one or more notes of this corporation therefor, and may receive and endorse in the name of this corporation any checks or drafts representing such loan or loans or any such installments;

(2) FURTHER RESOLVED, That the aforesaid officers or any one of them, or their duly elected or appointed successors in office, be and they are hereby authorized and empowered to do any acts, including but not limited to the mortgage, pledge, or hypothecation from time to time with RFC of any or all assets of this

corporation to secure such loan or loans, re-
newals and extensions, and to execute in the
name and on behalf of this corporation and
under its corporate seal or otherwise, any
instruments or agreements deemed necessary or
proper by the RFC in respect of the collateral
security and indebtedness of this corporation;

(3) FURTHER RESOLVED, that any indebtedness
heretofore contracted and any contracts or
agreements heretofore made with the RFC on
behalf of this corporation, and all acts of
officers or agents of this corporation in
connection with said indebtedness or said con-
tracts or agreements, are hereby ratified and
confirmed;

(4) FURTHER RESOLVED, that the officers re-
ferred to in the foregoing resolutions are
as follows:

M. J. Edwards, Jr., Secretary-Treasurer,
General Manager; M. J. Edwards, Sr., President,
Chairman of Board; M. I. Edwards, Vice-Presi-
dent, Assistant Secretary.

(5) FURTHER RESOLVED, that RFC is authorized
to reply upon the aforesaid resolutions until
receipt by its Treasurer of written notice of
any change.

There being no further business to come before the meet-
ing, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: March 19, 1951

M. J. Edwards, Jr.
M. J. Edwards, Sr.
Danville Edwards

Albert Edwards
John E. Buzgus

1177
DIRECTOR'S MEETING
Held January 15, 1951

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation in the city of Wichita, Kansas, on the 15th day of January, 1951, at 8:00 P. M., immediately following the adjournment of the annual meeting of the stockholders.

The following Directors, being all of the Directors of the said corporation, were present:

L. J. Edwards, Sr.
L. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Furgess.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the special meeting of the Directors held on the 3rd day of January, 1951, were read and approved.

The President then laid before the meeting the annual meeting of the stockholders of the corporation, held on the 15th day of January, 1951, showing the election of the following persons as Directors of the corporation, to serve for the term opposite their name:

L. J. Edwards, Sr., - 3 Years
Solon E. Furgess - 1 Year.

On motion duly made, seconded, and unanimously carried, the Board of Directors thereupon proceeded to elect the following officers of the corporation; to-wit:

President, Vice-President, Secretary, Treasurer,
Chairman of the Board, General Manager and Assistant Secretary.

Mr. L. J. Edwards, Sr., was nominated for the offices of President and Chairman of the Board of the corporation. No other nominations being made, upon motion duly made, and unanimously carried, Mr. L. J. Edwards, Sr. was elected President of the corporation and Chairman of the Board of Directors, and was declared duly elected to the said offices.

Mrs. Isabelle Edwards was nominated for the offices of Vice-President and Assistant Secretary of the corporation. No other nominations being made, upon motion duly made, seconded, and unanimously carried, Mr. Isabelle Edwards was elected Vice-President and Assistant Secretary of the corporation, and was declared duly elected to the said offices.

Mr. L. J. Edwards, Jr., was nominated for the offices of Secretary-Treasurer and General Manager of the corporation. No other nominations being made, upon motion duly made, seconded, and unanimously carried, Mr. L. J. Edwards, Jr. was elected Secretary-Treasurer and General Manager of the corporation, and was declared duly elected to the said offices.

Each of the officers elected was present and thereupon accepted the offices to which they were elected.

Upon motion duly made, seconded, and unanimously carried, the Board of Directors proceeded to fix the salaries to be paid to the President and Chairman of the Board, Vice-President and Assistant Secretary, and Secretary-Treasurer and General Manager for the year 1951.

The Chairman then announced that the salary of each of the officers would be voted upon separately and that the officer whose salary was under consideration would not participate in the voting.

Mr. L. J. Edwards, Sr., President and Chairman of the Board, thereupon left the room. Upon motion duly made, seconded, and affirmatively voted upon by all the Directors then present, it was:

RESOLVED: That the salary of Mr. L. J. Edwards, Sr., President of the corporation and Chairman of the Board of Directors, be fixed at \$21,500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th day and last day of each calendar month.

The vote, having been taken, Mr. L. J. Edwards, Sr., was recalled to the meeting.

Mrs. Isabelle Edwards, Vice-President and Assistant Secretary thereupon left the room. On motion duly made and seconded, and affirmatively voted upon by all the Directors then present, it was:

RESOLVED: That the salary of Mrs. Isabelle Edwards, Vice-President and Assistant Secretary of the corporation, be fixed at \$6500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th day and last day of each calendar month.

The vote having been taken, Mrs. Isabelle Edwards was recalled to the meeting.

Mr. E. J. Edwards, Jr., thereupon left the room. On motion duly made, seconded and affirmatively voted upon by all of the Directors then present, it was:

RESOLVED: That the salary of Mr. E. J. Edwards, Jr., Secretary-Treasurer, and General Manager of the corporation, be fixed at \$24,500.00 for the year beginning January 1, 1951 and ending January 31, 1951, payable in semi-monthly installments on the 15th and last day of each calendar month.

Thereupon, the meeting was turned over to Mr. E. J. Edwards, Jr., General Manager, who announced that in compliance with the resolution of January 3, a contract had been entered into with Ivan E. Jackson and Myrtle Jackson for the purchase of Lots 5 and 7 on Meade Avenue, in Stover's Addition to Wichita, Kansas. Mr. Edwards thereupon read the contract to the members of the Board so that each might be familiar with the terms of said instrument. Mr. Edwards further announced that the sum of \$50.00 had been deposited with Lee Garrett, attorney for the corporation, as earnest money, said sum to be held until the purchase of said property was completed.

Mr. Edwards further announced that one R. L. Crawford has the original abstract and has loaned it to Lee Garrett, attorney for the corporation, who has made a preliminary examination. Mr. Edwards further announced that he had been advised by Mr. Garrett that the preliminary examination of the abstract disclosed two rather serious defects in the title. The chain of the title was incomplete to a 12.65 x 70 Foot strip of land along the west side of said lots. In addition thereto, there was an improper mortgage foreclosure and it appears that R. L. Crawford has sufficient interest in the property because of the improper mortgage foreclosure to constitute a cloud on the title.

Mr. Edwards further announced that Lee Garrett has conferred with Crawford and Crawford has agreed to sell to the corporation a quit-claim deed, his abstract, and to execute an affidavit, for the sum of \$75.00. It will be necessary to have a new abstract made, but cost thereof can be reduced by using the old one that Crawford has. Mr. Edwards further announced to the members of the Board that the contract with Jackson provided that he was to convey a merchantable title. However, Jackson has been notified of the defects in the title and doesn't seem to be willing to do anything about it nor does he know how to clear the title. Mr. Edwards further announced that the corporation's attorney has suggested that considerable time and probable expense would be saved by the corporation going ahead and clearing the title itself in order that the purchase can be complete and the construction of the building commenced as soon as possible.

The meeting was then thrown open to discussion of the matter and after full discussion, and after all suggestions had been received and considered, it was, on motion duly made, seconded, and unanimously carried:

RESOLVED: Mr. M. J. Edwards, Jr., General Manager, is hereby directed and authorized to pay to R. L. Crawford the sum of \$75.00 for his abstract of title to Lots 5 and 7 on Heade Avenue, in Stover's Addition, and for a quit-claim deed and affidavit from the said Crawford.

BE IT FURTHER RESOLVED: That Mr. M. J. Edwards, Jr., is hereby authorized and Directed to take whatever other steps are necessary in order to clear the title to the said real property so that the purchase thereof can be completed.

BE IT FURTHER RESOLVED: That Mr. M. J. Edwards, Jr., is hereby authorized and directed to instruct the Fidelity Title Company of Wichita, Kansas to prepare a new abstract of title for Lots 1, 3, 5, and 7 on Heade Avenue, in Stover's Addition to Wichita, Kansas.

There being no further business to come before the meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: February 18, 1951

M. J. Edwards, Jr.
M. J. Edwards, Jr.
Lawrence Edwards

Alberta Edwards
Edna E. Buzyn

MINUTES OF REGULAR MEETING OF DIRECTORS
HELD DEC. 18, 1950

The regular monthly meeting of the Board of Directors of Consoad Gated Equipment Company, Inc. was held at the office of the corporation in Wichita, Kansas, on the 18th day of December, 1950, at 7:50 P. M.

The following Directors were present:

L. J. Edwards, Sr.
L. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess

Mr. L. J. Edwards, Jr., President, presided at the meeting and Mr. L. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The President then announced that a quorum being present, the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors, held on the 20th day of November, 1950, were read and approved.

Mr. L. J. Edwards, Sr., President, then announced to the meeting that in his opinion the officers of the corporation had done a splendid job during the last year and that their efforts were largely responsible for the increase in business that the company had secured. Mr. Edwards further stated that he thought the Board of Directors should go on record of approving and ratifying the transactions and acts of the officers for the past year.

Upon motion duly made and seconded, it was:

RESOLVED: That the resolutions, acts, and proceedings of the Board of Directors of this corporation, adopted and taken at the meetings of the Board during the past year, as shown by the records in the minute book of the corporation, be and the same hereby are adopted, approved, ratified, and affirmed.

BE IT FURTHER RESOLVED: That all acts of the officers of this corporation in the general conduct of the business during the year ending December 31, 1950, be and they are hereby approved, ratified, and adopted.

Mr. L. J. Edwards, Sr., President, then announced to the Board, that in compliance with the resolution passed at the Di-

rectors meeting on November 20, 1950, a contract for the purchase of the West 117½ Feet of Lot 60 in Jones Second Addition, had been prepared, and properly executed by the corporation, and forwarded to Louisa Hutt in Boston for execution. That prior thereto, he had discussed the matter with Morris and Garrett, attorneys, who made a preliminary investigation and discovered that Louisa Hutt owned the property jointly with her deceased husband, whose estate has never been administered. Therefore, considerable time and expense would be involved in clearing the title. After learning this, Mrs. Hutt withdrew her offer and insisted that she must have \$1500.00 net for the property and therefore refused to sign the contract which had been forwarded her.

The meeting was then thrown open for discussion of the matter and after all suggestions had been received and considered, it was:

RESOLVED:

WHEREAS, a resolution was passed by this Board of Directors on November 20, 1950, authorizing the purchase of the West 117½ Feet of Lot 60 in Jones Second Addition from Louisa Hutt, and

WHEREAS, the said Louisa Hutt has changed her mind and requires the sum of \$1500.00 net to herself for said property, and

WHEREAS, it is the opinion of this Board of Directors that too much time and expense would be involved in clearing the title and that the price demanded by the seller is unreasonable.

BE IT RESOLVED, that the authority given to the President and Secretary by the resolution passed by the Board of Directors at the regular meeting held on the 20th day of November, 1950, authorizing and directing them to purchase, from Louisa Hutt, the West 117½ Feet of Lot 60 in Jones Second Addition, be and the same is hereby revoked and the resolution aforementioned is hereby cancelled, annulled, and set aside.

The meeting was turned over to Mr. L. J. Edwards, Jr., General Manager, who announced to the Board that he had had several conferences with Francis Abraham, who owns lots 1 and 3 on Meade Avenue in Stover's Addition to Wichita, Kansas. Mr. Abraham is willing to sell to the corporation the West 72 Feet of Lot 1 and 3. Mr. Edwards further announced that this strip of land was inadequate, however, if Lots 5 and 7 could be purchased, they together with the West 72 Feet of Lots 1 and 3 would be sufficient

and the 72 Feet would permit an entrance to the plant from the street. Mr. Edwards further stated that he had checked the records with the Register of Deeds office and Lots 5 and 7 on Meade Avenue in Stover's Addition were listed as owned by a man named Ivan E. Jackson, who resides in Oklahoma.

The meeting was then thrown open to discussion and after full discussion of the matter and after all suggestions had been received and considered, it was, upon motion duly made and seconded:

RESOLVED:

WHEREAS, this corporation is considering a policy of expansion and requires additional land for that purpose, and

WHEREAS, Francis Abraham, is the owner of Lots 1 and 3 on Meade Avenue in Stover's Addition to Wichita, Kansas and is willing to sell to the corporation, the West 72 Feet thereof, for the sum of \$2200.00, and

WHEREAS, The Board of Directors deems it advisable that the corporation acquire said land from Francis Abraham, if Lots 5 and 7 on Meade Avenue in Stover's Addition can be purchased for a reasonable price.

THEREFORE BE IT RESOLVED: That the President and General Manager are hereby authorized to enter into an agreement, in behalf of this corporation, with the said Francis Abraham, to purchase the above described property for the sum of \$2200.00.

BE IT FURTHER RESOLVED: That said contract is to be conditioned upon the corporation being able to acquire Lots 5 and 7 on Meade Avenue in Stover's Addition from Ivan E. Jackson or the record title holder of said property.

BE IT FURTHER RESOLVED: That the President and Secretary of this corporation be and they hereby are authorized to execute all instruments and make all payments necessary to carry the foregoing resolution into effect and to accept all documents, duly signed, which are or will be necessary for the transfer and conveyance, to this corporation, of the land.

There being no further business to come before the
meeting, the same was adjourned.

F. J. Edwards, Jr.
F. J. Edwards, Jr., Secretary

APPROVED: January 15, 1951.

F. J. Edwards, Jr. *Alberta Edwards*
W. J. Edwards, Jr. *Alan E. Buzger*
Jessie Edwards

MINUTES OF THE REGULAR MEETING OF DIRECTORS
HELD NOVEMBER 20, 1950

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation on the 20th day of November, 1950, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

The President then announced that a quorum being present the meeting would proceed with the transaction of business.

The minutes of the regular meeting of the Directors held on the 14th day of October, 1950 were read and approved.

Thereupon, the meeting was turned over to M. J. Edwards, Jr., General Manager. Mr. Edwards announced to the Board that he had contacted Louisa Hutt from Boston and has had correspondence with her attorney, Edgar B. Benjamin, of Boston. As a result of the conference, he has been advised that Mrs. Hutt will sell the West 117½ Feet of Lot 60, Jones Second Addition to Wichita for the sum of \$1500.00 and in addition she has agreed that the purchase contract can be conditioned upon and subject to the corporation being able to acquire lots 56 and 58 in Jones Second Addition. Mr. Edwards further announced that he deemed it advisable at this time to enter into a contract with Mrs. Hutt for the purchase of the real property and to provide in the contract that it become null and void in the event the corporation is unable to acquire lots 56 and 58. Mr. Edwards further stated that he believed the sum of \$1500.00 was reasonable and a fair price for the property and that he had been unable to get Mrs. Hutt to agree to a lesser amount.

The meeting was then thrown open to discussion and after all suggestions had been received and considered, it was, on motion duly made and seconded, unanimously:

RESOLVED:

WHEREAS, Louisa Hutt, owner of the land immediately adjoining the property of this corporation and described as follows:

The West 117½ Feet of Lot 60,
Jones Second Addition to Wichita,
Sedgwick County, Kansas.

has offered to sell her land to this corporation for the sum of \$1500.00, and

WHEREAS, The Board of Directors deems it advisable that the corporation acquire said land from Louisa Hutt for the price aforementioned,

IT IS HEREBY, BE IT RESOLVED, that the corporation purchase from Louisa Hutt the aforesaid land, more specifically described as follows:

The West 117½ Feet of Lot 60
Jones Second Addition to Wichita,
Sedwick County, Kansas.

RESOLVED FURTHER, that the President and Secretary of this corporation are hereby authorized to enter into an agreement in behalf of this corporation with the said Louisa Hutt to purchase the above described property for the sum of \$1500.00, to be paid upon the closing of the title and the delivery of the good and sufficient Warranty Deed conveying a good and marketable title to the premises, free from any and all encumbrances.

RESOLVED FURTHER, that the President and the Secretary of this corporation be and they hereby are authorized to execute all instruments and make all payments necessary to carry the foregoing resolution effect, and to accept all documents duly executed, which are or will be necessary for the transfer and conveyance to this corporation of the aforesaid land.

There being no further business to come before the meeting, the same was adjourned.

M. J. Edwards, Jr.
M. J. Edwards, Jr., Secretary

APPROVED: December 18, 1950

M. J. Edwards, Jr. Albert Edwards
M. J. Edwards, Jr. John E. Bingers
James Edwards

MINUTES OF REGULAR MEETING OF
DIRECTORS HELD SEPTEMBER 18, 1950

The regular monthly meeting of the Board of Directors of Consolidated Equipment Company, Inc. was held at the office of the corporation in Wichita, Kansas on the 18th day of September 1950, at 7:30 P. M.

The following Directors were present:

M. J. Edwards, Sr.
M. J. Edwards, Jr.
Isabelle Edwards
Alberta Edwards
Solon E. Burgess.

Mr. M. J. Edwards, Sr. presided at the meeting and Mr. M. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The minutes of the special meeting of the Directors held on the 9th day of August, 1950, were read and approved.

Mr. M. J. Edwards, Sr., President, then announced to the members of the Board that he had been advised by Mr. C. H. Morris that a certified copy of the Articles of Incorporation had been filed at the office of Register of Deeds, Sedgewick County, Kansas, on August 16, 1950 and that an affidavit that the capital of the corporation had been paid in was filed at the office of the Register of Deeds on September 8, 1950 and that the corporation was now legally organized and could legally and lawfully transact business.

The President then announced that the corporation has two leases with D. L. Zimmerman, Jr. One lease covers 701 East Gilbert Street, and expires May 15, 1951, and the other lease covers the one story freight dock building and loading yard and this lease expires November 30, 1951. Mr. Edwards further announced that he had discussed either a renewal or new leases with Mr. Zimmerman and that Mr. Zimmerman was willing to execute a new lease for both parcels for a four year term at the same monthly rental.

The President then proceeded to read to the Board a proposed lease which was previously prepared.

Thereupon, the meeting was thrown open to discussion of the matter, and after full discussion and after all suggestions had been received and considered, and upon motion duly made and seconded, it was:

RESOLVED: That this corporation take a lease from D. L. Zimmerman, Jr., of the premises now occupied by this corporation and described as follows:

The one story freight dock building and loading yard, the same being located on the West 117½' of Lot 62,64,66,68, 70 and 72 on Santa Fe Avenue in Jones Second Addition to the City of Wichita, Sedgwick County, Kansas, and the ground floor of the building commonly known as 70½ East 9th Street, being a one story building approximately 60' x 125'; the First Party, however, reserving a room in the Southwest corner of the Building, approximately 22' square for which the Second Part agrees to furnish utilities, consisting of lights, gas, and water, all in Wichita, Sedgwick County, Kansas.

for a term of four years from October 1, 1950, in accordance with the terms and conditions set forth and contained in the instrument of lease presented to and read at this meeting. That the President be and he is hereby authorized, in behalf of the corporation, to execute and deliver said lease presented at this meeting and a duplicate thereof, and to attach the seal of the corporation thereto.

Mr. M. J. Edwards, Sr., President, thereupon announced to the members of the Board that the employees of the corporation voted for and as a result have requested a new and broader coverage plan of group insurance. As a result of the request by the employees, five insurance companies were contacted and directed to submit group plans and the cost thereof. All companies submitted plans for group insurance which have been carefully examined by the officers and it appears that the plan submitted by Liberty Mutual Insurance Company for hospitalization and weekly benefit payments, and the plans submitted by John Hancock for life and accidental death and dismemberment, provide the broadest and best coverage for the smallest cost.

The President then proceeded to outline the coverage benefits available under the plan submitted by Liberty Mutual and by John Hancock Life Insurance Company. The Liberty Mutual plan provided for weekly benefits for employees in case of sickness or accident; under the plan an established weekly benefit for a maximum number of weeks is available. The plan also provides hospitalization expense benefits under which an insured employee is entitled to so much per day for a maximum number of days for hospital expense needs. The plan provides for special

expense benefits and medical expense benefits.

John Hancock Life Insurance Company will provide life insurance in the amount of \$1000.00 for the employees and \$3000.00 for the officers and three key employees. In addition thereto, the sum of \$1000.00 and \$3000.00 is available for accidental death and in the event of certain types of accidents, there is a double indemnity feature.

The President thereupon announced that in his opinion, it is advisable for the company to pay one-half of the premium charge and for the employees to pay the other half. It is anticipated that the cost to the corporation will be approximately \$300.00 to \$400.00 per year more than the present plan costs.

The meeting was then thrown open to discussion of the matter and after all suggestions had been received and considered, it was, upon motion duly made, seconded and unanimously agreed:

RESOLVED:

WHEREAS, it is deemed advisable by the Board of Directors of this corporation that the group insurance plan now in effect for the benefit of the employees, be cancelled and a new plan providing broader coverage be purchased, and

WHEREAS, Liberty Mutual Insurance Company has proposed a group plan providing the type of weekly benefit and hospital expense benefit coverage, that is deemed advisable, and

WHEREAS, The John Hancock Life Insurance Company has proposed a group plan of life and accidental death coverage at a cost approved by the Board of Directors, and

WHEREAS, It is deemed advisable by the Board of Directors of this corporation that the corporation pay one-half of the premium costs and that the other half be paid by the employees.

THEREFORE, BE IT RESOLVED: That the officers be and they hereby are authorized to direct Liberty Mutual Insurance Company and John Hancock Life Insurance Company to put the group insurance plans, which they have submitted and which have been explained and approved by the Board of Directors, into full force and effect.

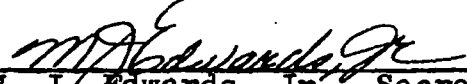
RESOLVED FURTHER: That the corporation shall pay one-half of the premium costs of such insurance and that the other half be paid by the individual employees.

Mr. M. J. Edwards, Jr., thereupon took charge of the meeting and announced to the members of the Board that the officers of the corporation believed it advisable to construct a concrete ramp between 701 East 9th Street and from the east property line to the west side of the large door of 701 East 9th Street. The proposed plans are to construct a shelter with a sheet metal roof, and supported by steel, of approximately 30' x 30' in order to comply with the building codes. Mr. Edwards further announced that the space is needed for the construction of large gigs and fixtures, and that the cost of construction will be approximately \$1000.00. Mr. Edwards further announced that he had discussed the construction with the corporation's accountant and had been advised that the cost thereof can be amortized over the balance of the term of the present lease.


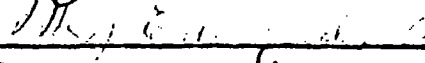
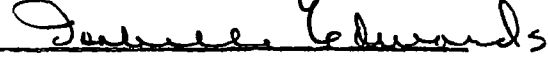
The meeting was then thrown open to discussion of the matter and after all suggestions had been received and considered, it was, on motion duly made, seconded, and unanimously agreed;


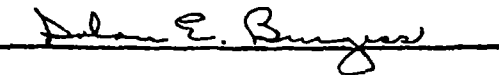
RESOLVED: That the officers be and they hereby are authorized and directed to take necessary steps for the construction of a concrete ramp extending from the east property line to the west side of the large door of 701 East 9th Street.

There being no further business to come before the meeting, the same was adjourned.


M. J. Edwards, Jr., Secretary

APPROVED: October 16, 1950

MINUTES OF SPECIAL MEETING OF STOCKHOLDERS

A special meeting of the stockholders of Consolidated Equipment Company, Inc., was held on the 4th day of August, 1950 at 2:00 P. M. at the office of the corporation, located at 701 East Ninth Street, Wichita, Kansas.

Mr. W. J. Edwards, Sr., President of the corporation, presided at the meeting, and Mr. L. J. Edwards, Jr., Secretary, acted as Secretary of the meeting.

The Secretary then presented and read to the meeting the following Waiver of Notice and consent to said meeting being called, signed by all the stockholders:

"We, the undersigned, being all the stockholders of The Consolidated Equipment Company, Inc., a corporation, organized and existing under the laws of the State of Kansas, do hereby waive any notice as provided by the Statutes of the State of Kansas, or by the Articles of Incorporation, or by the laws of the said corporation and do hereby consent to the holding of a special meeting of the stockholders of the said corporation to be held on the 4th day of August 1950, at 2:00 P. M., or any adjournment, or adjournments thereof at the office of the corporation, 701 East 9th Street, in the City of Wichita, State of Kansas, for the purpose of ratifying all of the acts of the corporation as a de facto corporation, because of the failure of said corporation through inadvertence to comply with the statutes of the State of Kansas in filing its Articles of Incorporation of record with the Register of Deeds, Sedgewick County, Kansas, and likewise because of the failure to file with the Register of Deeds of Sedgewick County, Kansas, affidavit of paying in capital stock and to further consider the authorization of said filings. Also to consider the matter of certain amendments to the Articles of Incorporation, together with the change of the registered office and registered agent and do hereby consent to the transaction of any other business that may come before said meeting."

Upon motion duly made, seconded, and unanimously carried, the call of the special meeting and the waiver of notice was made a part of the records of the corporation and the Secretary was directed to attach the same to the minutes of this meeting.

The certified list of stockholders of the corporation was presented, and upon a call of the list, it was found that the following stockholders, representing all the outstanding stock, were present in person:

H. J. Edwards, Sr.	-	25 Shares
H. J. Edwards, Jr.	-	25 Shares
Isabelle Edwards	-	16 $\frac{1}{2}$ Shares
Alberta Edwards	-	16 $\frac{1}{2}$ Shares
T. E. Armstrong	-	5 Shares

Mr. H. J. Edwards, Sr., thereupon announced to the meeting that sometime ago, the Board of Directors had authorized the employment of the law firm of Morris and Garrett to examine and check the corporate records in order to ascertain if the records were current, being kept properly, and to ascertain if the corporation was fully and entirely complying with the Kansas law.

The examination of the corporate records by the attorneys, disclosed that inadvertence and over-sight of the officers of the corporation, at the time of its organization, neglected to comply with two very important facts of the Kansas Statutes. Section 17-2804 of the General Statutes of Kansas requires that a certified copy of the Articles of Incorporation be filed in the Office of Register of Deeds in the county where the registered office of the corporation is located. Section 17-2806 of the General Statutes of Kansas provides that no corporation can begin to transact business until its capital has been fully paid and until an Affidavit, signed by the Treasurer, has been filed in the Office of the Register of Deeds of the county where the corporations registered office is located, stating that the capital has been fully paid in.

The meeting was then turned over to Mr. C. H. Morris, attorney, who stated that through omission and over-sight at the time the corporation was organized, the officers had neglected to file a certified copy of the Articles of Incorporation with the Register of Deeds and in addition, had failed to file an Affidavit, signed by the Treasurer, that the capital had been fully paid in. Mr. Morris further stated that the filing of both instruments, as required by the law, were conditions precedent to the legal organization of a corporation and therefore, the corporation, since the date of its Charter, had not been properly and legally authorized to transact business.

Mr. H. J. Edwards, Sr., then resumed charge of the meeting and announced that the special meeting of the stockholders had been called for the specific purpose of acquainting the stockholders with the situation and to study and review the acts and transactions of the corporation since its Charter was granted.

on the 11th day of June, 1945.

Whereupon, F. M. J. Edwards, Jr., who had been acting in the capacity of Secretary and General Manager of the corporation, proceeded to present to the stockholders a detailed summary of all the acts, resolutions, proceedings, and transactions of the corporation, since June 12, 1945, the date the Charter was granted.


The meeting was then thrown open for discussion and after all suggestions had been received and considered, it was, upon motion duly made, seconded and unanimously carried:

RESOLVED: That each and all of the resolutions, acts, and proceedings, of the stockholders of the corporation heretofore adopted and taken at the several meetings of the stockholders and the Board of Directors since the Charter was granted on June 12, 1945, as shown by the records in the minute books of this corporation, and each and all of the acts of the officers of this corporation in carrying out and promoting the purpose, objects, and interests of this corporation since the Charter was granted on June 12, 1945, be and the same are approved, ratified, and hereby made the acts and deeds of this corporation.

Upon motion duly made, seconded and unanimously carried:

RESOLVED: That the officers of this corporation be and they are hereby directed to do whatever is necessary to file the certified copy of the Articles of Incorporation with the Register of Deeds, Sedgwick County, Kansas, and to file an Affidavit, signed by the Treasurer, that the capital stock has been paid.

There being no further business to come before the meeting, the same was adjourned.


F. M. J. Edwards, Jr., Secretary

We, the undersigned, being all of the stockholders of Consolidated Equipment Company, Inc., a corporation, do hereby ratify, approve and confirm all that has occurred at the foregoing meeting, the minutes of which we have read, and in signification of such approval, ratification, and confirmation, and of our assents to any and all acts at the said meeting, do hereby sign our names this 4th day of August, 1950.

M. J. Edwards, Jr.
M. J. Edwards, Jr.
Jacobs Edwards, Jr.

Alberta Edwards
J. M. Armstrong